

HOWARD™



Response To
NCPA

For

RFP #45-22

Technology Solutions, Products, & Services
Due:

November 17, 2022 @ 2:00 PM

Presented By

HOWARD
TECHNOLOGY SOLUTIONS

Our Vision and Strategy

We do IT



Letter of Transmittal

November 16, 2022

RE: RFP #45-22: Technology Solutions, Products, and Services

Dear: National Cooperative Purchasing Alliance:

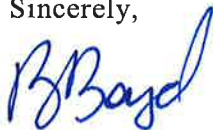
Howard Technology Solutions (a division of Howard Industries, Inc., Federal ID Number **64-0466143** and SPIN **143022153**) (Corporation) is pleased to offer a response to your RFP. Howard Technology Solutions has read and understands the bid and are able to provide the services requested. Howard Technology Solutions, with its 40+ years of manufacturing experience, is well versed in the manufacturing and production of technology products and services.

Howard Technology Solutions, a division of Howard Industries, Inc., was established in 1998 with our parent company being founded in 1968. Howard Technology Solutions currently employs approximately 4,531 employees. Howard Technology Solutions is driven by helping our customers understand technology products and services that could benefit their organizations.

While Howard clients from state governments and hospitals to the Kennedy Space Center, HOWARDedu focuses solely on the needs of K12 schools and higher education facilities, supplying them with affordable, advanced technology – everything from distance learning and interactive 21st Century classroom products to network security and storage solutions.

The office location that will serve as the main point of contact is Howard Technology Solutions at 36 Howard Dr., Ellisville, MS 39437. (Phone) 601.425.3181; (Email) bids@howardcomputers.com. Your point of contact for this RFP is: Brandey Boyd: Bids & Contract Manager, (Phone) 601.399.5831 (Fax) 601.399.5077 (Email) bboyd@howard.com.

Sincerely,



Brandey Boyd
Bids and Contracts Manager
Phone: 601.399.5831
Fax: 601.399.5077
Email: bboyd@howard.com

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TAB 1

MASTER AGREEMENT - GENERAL TERMS AND CONDITIONS

Customer Support

The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.

Disclosures

Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.

The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

Renewal of Contract

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew for up to five (5) additional one-year terms or any combination of time equally not more than 5 years if agreed to by Region 14 ESC and the vendor.

Funding Out Clause

Any/all contracts exceeding one (1) year shall include a standard "funding out" clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only, provided the contract contains either or both of the following provisions:

Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.

Shipments (if applicable)

The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

Tax Exempt Status

Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

Payments

The entity using the contract will make payments directly to the awarded vendor or their affiliates (distributors/business partners/resellers) as long as written request and approval by NCPA is provided to the awarded vendor.

Adding Authorized Distributors/Dealers

Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.

Purchase orders and payment can only be made to awarded vendor or distributors/ business partners/resellers previously approved by NCPA.

Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.

All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.

Pricing

All pricing submitted shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.

All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing

Warranty

Proposal should address the following warranty information:

- Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
- Availability of replacement parts
- Life expectancy of equipment under normal use
- Detailed information as to proposed return policy on all equipment

Products: Vendor shall provide equipment, materials and products that are new unless otherwise specified, of good quality and free of defects

Construction: Vendor shall perform services in a good and workmanlike manner and in accordance with industry standards for the service provided.

Safety

Vendors performing services shall comply with occupational safety and health rules and regulations. Also all vendors and subcontractors shall be held responsible for the safety of their employees and any conditions that may cause injury or damage to persons or property.

Permits

Since this is a national contract, knowing the permit laws in each state is the sole responsibility of the vendor.

Indemnity

The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.

Franchise Tax

The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

Supplemental Agreements

The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.

Certificates of Insurance

Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

Legal Obligations

It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

Protest

A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. Protests shall be filed with Region 14 ESC and shall include the following:

- Name, address and telephone number of protester
- Original signature of protester or its representative
- Identification of the solicitation by RFP number
- Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested

Any protest review and action shall be considered final with no further formalities being considered.

Force Majeure

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders and regulation of any kind of government of the United States or any civil or military authority; insurrections; riots; epidemics; pandemic; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

Prevailing Wage

It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

Termination

Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

Open Records Policy

Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient

information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

PROCESS

Region 14 ESC will evaluate proposals in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. NCPA will assist Region 14 ESC in evaluating proposals. Award(s) will be made to the prospective vendor whose response is determined to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

Contract Administration

The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.

Contract Term

The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to five (5) additional one-year terms or any combination of time equally not more than 5 years.

It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.

Contract Waiver

Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.

Price Increases

Should it become necessary, price increase requests may be submitted at any point during the term of the contract by written amendment. Included with the request must be documentation and/or formal cost justification for these changes. Requests will be formally reviewed, and if justified, the amendment will be approved.

Products and Services Additions

New Products and/or Services may be added to the resulting contract at any time during the term by written amendment, to the extent that those products and/or services are within the scope of this RFP.

Competitive Range

It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.

Deviations and Exceptions

Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.

Estimated Quantities

While no minimum volume is guaranteed, the estimated (but not limited to) annual volume for Products and Services purchased under the proposed Master Agreement is \$400 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program.

Evaluation

Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.

Formation of Contract

A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process. Contract award letter issued by Region 14 ESC is the counter-signature document establishing acceptance of the contract.

NCPA Administrative Agreement

The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.

Clarifications/Discussions

Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondent's are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.

Multiple Awards

Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.

Past Performance

Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

EVALUATION CRITERIA

Pricing (40 points)

Electronic Price Lists

- Products, Services, Warranties, etc. price list
- Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.

Ability to Provide and Perform the Required Services for the Contract (25 points)

- Product Delivery within participating entities specified parameters
- Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
- Vendor's ability to perform towards above requirements and desired specifications.
- Past Cooperative Program Performance
- Quantity of line items available that are commonly purchased by the entity.
- Quality of line items available compared to normal participating entity standards.

References and Experience (20 points)

- A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years
- Respondent Reputation in marketplace
- Past Experience working with public sector.
- Exhibited understanding of cooperative purchasing

Value Added Products/Services Description, (8 points)

- Additional Products/Services related to the scope of RFP
- Marketing and Training
- Minority and Women Business Enterprise (MWBE) and (HUB) Participation
- Customer Service

Technology for Supporting the Program (7 points)

- Electronic on-line catalog, order entry use by and suitability for the entity's needs
- Quality of vendor's on-line resources for NCPA members.
- Specifications and features offered by respondent's products and/or services

SIGNATURE FORM

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Howard Technology Solutions, a division of Howard Industries Inc.

Company Name

36 Howard Drive

Address

Ellisville
City

MS
State

39437
Zip

601-425-3181
Telephone Number

601-399-5077
Fax Number

bboyd@howard.com
Email Address

Brandey Boyd
Printed Name

Bids and Contracts Manager
Position


Authorized Signature

TAB 2
NCPA ADMINISTRATION AGREEMENT

This Administration Agreement is made as of December 1, 2022, by and between National Cooperative Purchasing Alliance ("NCPA") and Howard Technology Solutions, a division of Howard Industries Inc. ("Vendor").

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated December 1, 2022, referenced as Contract Number 01-145, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the "Master Agreement"), for the purchase of Technology Solutions, Products and Services;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as "public agency" or collectively, "public agencies") may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

General Terms and Conditions

- The Master Agreement, attached hereto as Exhibit 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Administration Agreement except as expressly changed or modified by this Administration Agreement.
- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Administration Agreement including, but not limited to, Contractor's obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.

- Contractor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Contractor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- With respect to any purchases made by Region 14 ESC or any Participating Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Contractor, Region 14 ESC, or such Participating Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region 14 ESC, any Participating Agency or any employee of Region 14 ESC or Participating Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Participating Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Participating Agency, or any employee of Region 14 ESC or Participating Agency under this Administration Agreement or the Master Agreement.
- With respect to any supplemental agreement entered into between a Participating Agency and Contractor pursuant to the Master Agreement, NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.
- This Administration Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Administrative Agreement which is not contained herein shall be valid or binding.
- Contractor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this Administration Agreement or the Master Agreement by Contractor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Administration Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
- Neither this Administration Agreement nor any rights or obligations hereunder shall be assignable by Contractor without prior written consent of NCPA, provided, however, that the Contractor may, without such written consent, assign this Administration Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Administration Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Administration Agreement.
- This Administration Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder.

Term of Agreement

This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the

termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

Fees and Reporting

The awarded vendor shall electronically provide NCPA with a detailed quarterly report showing the dollar volume of all sales under the contract for the previous quarter. Reports are due on the fifteenth (15th) day after the close of the previous quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Entity Name	Zip Code	State	PO or Job #	Sale Amount
Total				_____

Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee based upon the tiered fee schedule below. Vendor's annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.

Annual Sales Through Contract	Administrative Fee
0 - \$30,000,000	2%
\$30,000,001 - \$50,000,000	1.5%
\$50,000,001+	1%

Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an under reporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.

ACKNOWLEDGMENT OF CONTRACTOR REQUIREMENTS

National Cooperative Purchasing Alliance
Organization

Howard Technology Solutions,
a division of Howard Industries inc
Vendor Name

Matthew Mackel
Name

Brandey Boyd
Name

Director, Business Development
Title

Bids and Contracts Manager
Title

PO Box 701273
Address

36 Howard Drive
Address

Houston, TX 77270
Address

Ellisville, MS 39437
Address


Signature


Signature

December 1, 2022
Date

11/16/22
Date

TAB 3
VENDOR QUESTIONNAIRE

Please provide responses to the following questions that address your company's operations, organization, structure, and processes for providing products and services.

Locations Covered

- Bidder must indicate any and all locations where products and services can be offered.
- Please indicate the price co-efficient for each location if it varies.

All 50 States & District of Columbia
 (Selecting this box is equal to checking all boxes below)

- | | | | |
|--------------------------------------|--|---|---|
| <input type="checkbox"/> Alabama | <input type="checkbox"/> Illinois | <input type="checkbox"/> Montana | <input type="checkbox"/> Rhode Island |
| <input type="checkbox"/> Alaska | <input type="checkbox"/> Indiana | <input type="checkbox"/> Nebraska | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Arizona | <input type="checkbox"/> Iowa | <input type="checkbox"/> Nevada | <input type="checkbox"/> South Dakota |
| <input type="checkbox"/> Arkansas | <input type="checkbox"/> Kansas | <input type="checkbox"/> New Hampshire | <input type="checkbox"/> Tennessee |
| <input type="checkbox"/> California | <input type="checkbox"/> Massachusetts | <input type="checkbox"/> New Jersey | <input type="checkbox"/> Texas |
| <input type="checkbox"/> Colorado | <input type="checkbox"/> Michigan | <input type="checkbox"/> New Mexico | <input type="checkbox"/> Utah |
| <input type="checkbox"/> Connecticut | <input type="checkbox"/> Minnesota | <input type="checkbox"/> New York | <input type="checkbox"/> Vermont |
| <input type="checkbox"/> Delaware | <input type="checkbox"/> Mississippi | <input type="checkbox"/> North Carolina | <input type="checkbox"/> Virginia |
| <input type="checkbox"/> D.C. | <input type="checkbox"/> Missouri | <input type="checkbox"/> North Dakota | <input type="checkbox"/> Washington |
| <input type="checkbox"/> Florida | <input type="checkbox"/> Kentucky | <input type="checkbox"/> Ohio | <input type="checkbox"/> West Virginia |
| <input type="checkbox"/> Georgia | <input type="checkbox"/> Louisiana | <input type="checkbox"/> Oklahoma | <input type="checkbox"/> Wisconsin |
| <input type="checkbox"/> Hawaii | <input type="checkbox"/> Maine | <input type="checkbox"/> Oregon | <input type="checkbox"/> Wyoming |
| <input type="checkbox"/> Idaho | <input type="checkbox"/> Maryland | <input type="checkbox"/> Pennsylvania | |

All U.S. Territories and Outlying Areas
 (Selecting this box is equal to checking all boxes below)

- | | |
|---|--|
| <input type="checkbox"/> American Samoa | <input type="checkbox"/> Northern Mariana Island |
| <input type="checkbox"/> Federated States of Micronesia | <input type="checkbox"/> Puerto Rico |
| <input type="checkbox"/> Guam | <input type="checkbox"/> U.S. Virgin Islands |
| <input type="checkbox"/> Midway Islands | |

All Canada Provinces and Territories

(Selecting this box is equal to checking all boxes below)

- | | |
|--|--|
| <input type="checkbox"/> Alberta | <input type="checkbox"/> Prince Edward Island |
| <input type="checkbox"/> British Columbia | <input type="checkbox"/> Quebec |
| <input type="checkbox"/> Manitoba | <input type="checkbox"/> Saskatchewan |
| <input type="checkbox"/> New Brunswick | <input type="checkbox"/> Northwest Territories |
| <input type="checkbox"/> Newfoundland and Labrador | <input type="checkbox"/> Nunavut |
| <input type="checkbox"/> Nova Scotia | <input type="checkbox"/> Yukon |
| <input type="checkbox"/> Ontario | |

If awarded a Master Agreement, will your company extend the terms offered in your Proposal to public agencies in Canada? If no or maybe, please explain.

- Yes Maybe No

If awarded a Master Agreement, will your company extend the terms offered in your Proposal to private sector customers?

- Yes Maybe No

Minority and Women Business Enterprise (MWBE) and (HUB) Participation

It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.

- | | |
|--|---|
| <input type="checkbox"/> Minority/Women Business Enterprise Respondent Certifies that this firm a Minority / Women Business Enterprise | <input type="checkbox"/> Historically Underutilized Business Respondent Certifies that this firm is a Historically Underutilized Business |
|--|---|

Small Business, MWBE and HUB Growth

If Proposer is a Large, National or Multinational Organization/Corporation, what programs are in place that partners or supports the growth of small and MWEB and HUB business? If yes, please describe.

- N/A, we are a recognized small, MWEB or HUB organization
- No, we do not have any programs in place.
- Yes, we have programs in place.

Residency

Responding Company's principal place of business is in the city of Ellisville,
State of Mississippi.

Felony Conviction Notice

Please Check Applicable Box (If the 3rd box is checked, a detailed explanation of the names and convictions must be attached):

- A publicly held corporation; therefore, this reporting requirement is not applicable.
- Is not owned or operated by anyone who has been convicted of a felony.
- Is owned or operated by the following individual(s) who has/have been convicted of a felony

Distribution Channel

Which best describes your company's position in the distribution channel:

- Manufacturer Direct Certified education/government reseller
- Authorized Distributor Manufacturer marketing through reseller
- Value-added reseller Other: _____

Processing Contact Information

Contact Person Brandey Boyd

Title Bids and Contracts Manager

Company Howard Technology Solutions, a division of Howard Industries Inc

Address 36 Howard Drive

City/State/Zip Ellisville, MS 39437

Phone 601-399-5831

Email bboyd@howard.com

Pricing Information

In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing. If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.

- Yes No

Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.

Yes No

TAB 4 VENDOR PROFILE

Please provide the following information about your company:

- Company's official registered name.

Howard Technology Solutions, a division of Howard Industries Inc.

- Brief history of your company, including the year it was established.

Please see the Howard Technology Solutions Executive Summary.

Howard Technology Solutions

Executive Summary

Executive Summary

Howard Technology Solutions is the newest division of Howard Industries, Inc. - a \$1.6 billion privately-held electrical products corporation. Howard Industries was founded in 1968 by Billy and Linda Howard. The Howards have grown their core business - distribution transformers - into the leader of their industry. Today, Howard Industries' Transformer Division is the number one producer of distribution transformers in the United States and is housed in the largest transformer plant in the world - 2.2 million square feet. In addition, the company employs approximately 4,200 employees today.

The Howards have diversified their interest over the years to form their own trucking company - Howard Transportation. Begun in the era of deregulation of the industry to haul Howard's own products, Howard Transportation now carries 60% of its load from companies other than Howard Industries and is one of the leading Southeastern carriers.

Not satisfied with all their success, the Howards again diversified in the early 90's and formed a new division - Howard Lighting Products. This division manufactures and offers a vast selection of high-quality fluorescent and HID (High Intensity Discharge) ballast in addition to lighting products that are ideal for commercial and residential uses. Today, this division has products in use at Johnson Space Center, Kennedy Space Center, Camp Pendleton, CIA headquarters at Langley, Fort Bragg, and numerous other US government facilities.

Finally, the Howards again branched out to form Howard Technology Solutions. Although a new division to the Howards, the manufacturing of personal computers was far from a new venture for Howard Industries. They had been building computers in-house for their own use for approximately 8 years. The decision to branch out and market their products to others was an easy one given the dynamics of the marketplace and the Howard's confidence in their ability to build a business from the ground up.

Today, Howard Technology Solutions has grown at a significant pace and has entered into strategic partnerships with various industry leaders such as Asus, Acer, Dell, Aerohive, Palo Alto, Epson, Samsung, Panasonic, Cisco, Crestron, Extron, HP, Lenovo, Toshiba, Xirrus, Chief, Mimio, FrontRow, and many more, bringing products to a variety of end-users from government and private businesses to educational customers from the K12, higher education, and private sectors. We feel confident in our ability to provide our customers with the products and services they require to meet their technology-related needs as well as providing excellent installation and training services while maintaining our high level of customer service.

Another value-added benefit of Howard is the one-on-one support you will receive from Howard Technology Solutions. From project start to finish, our teams are able to assist our customers

with all their technology needs from design conception through completion. After project completion, our customers can depend on our Customer Service Team and their dedicated Sales Team to help with any issues that may arise. All of our employees are willing and trained to provide excellent customer service and product knowledge for our customers.

- Company's Dun & Bradstreet (D&B) number.
Howard Technology Solutions, a division of Howard Industries Inc
DUNS #04-341-7476
- Company's organizational chart of those individuals that would be involved in the contract.

Please see attached organizational charts for key contact information, beginning next page.

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HOWARD[™]
TECHNOLOGY SOLUTIONS

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A Division of Howard Industries, Inc.

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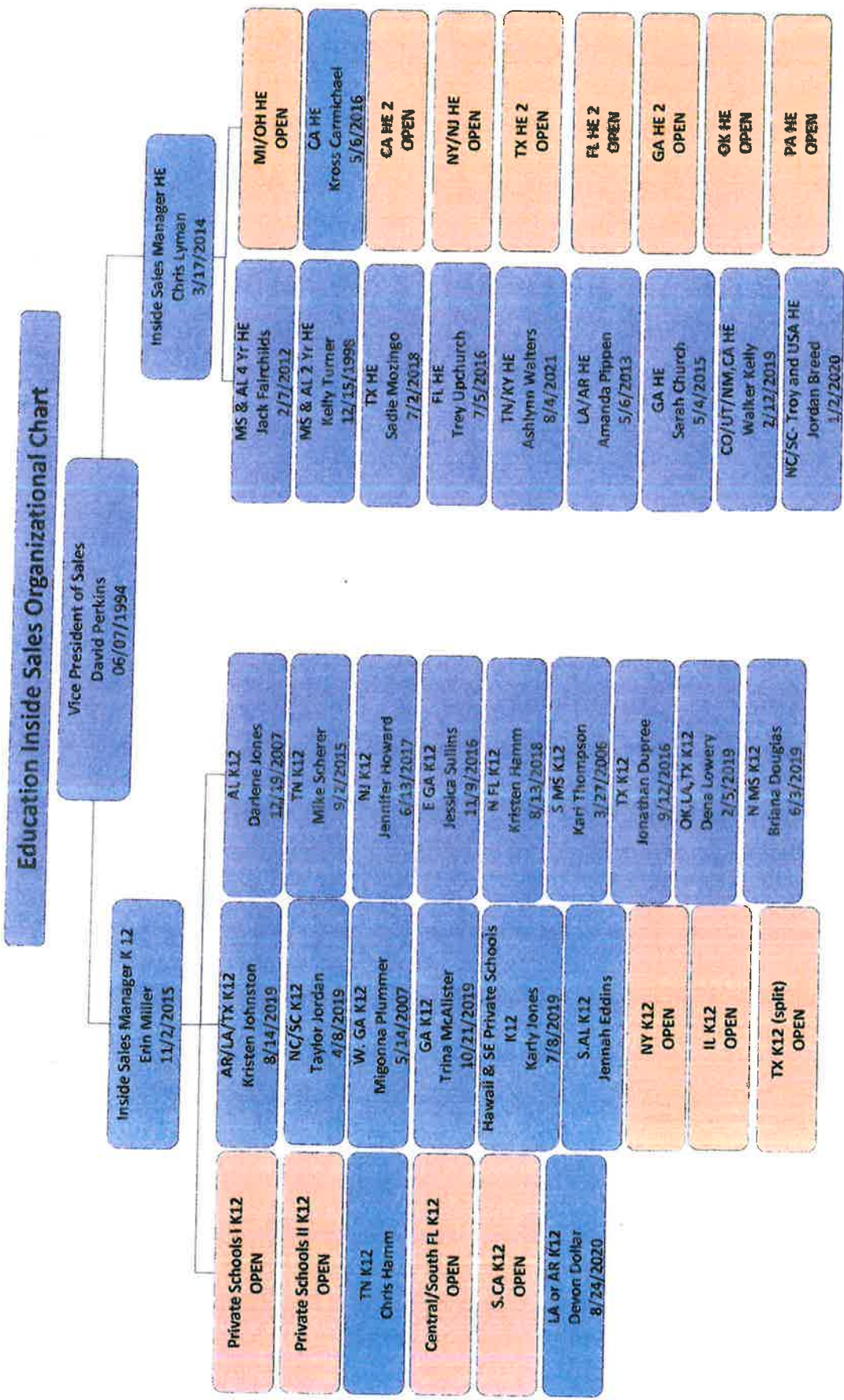
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Sales Team – Business and Government Inside Sales

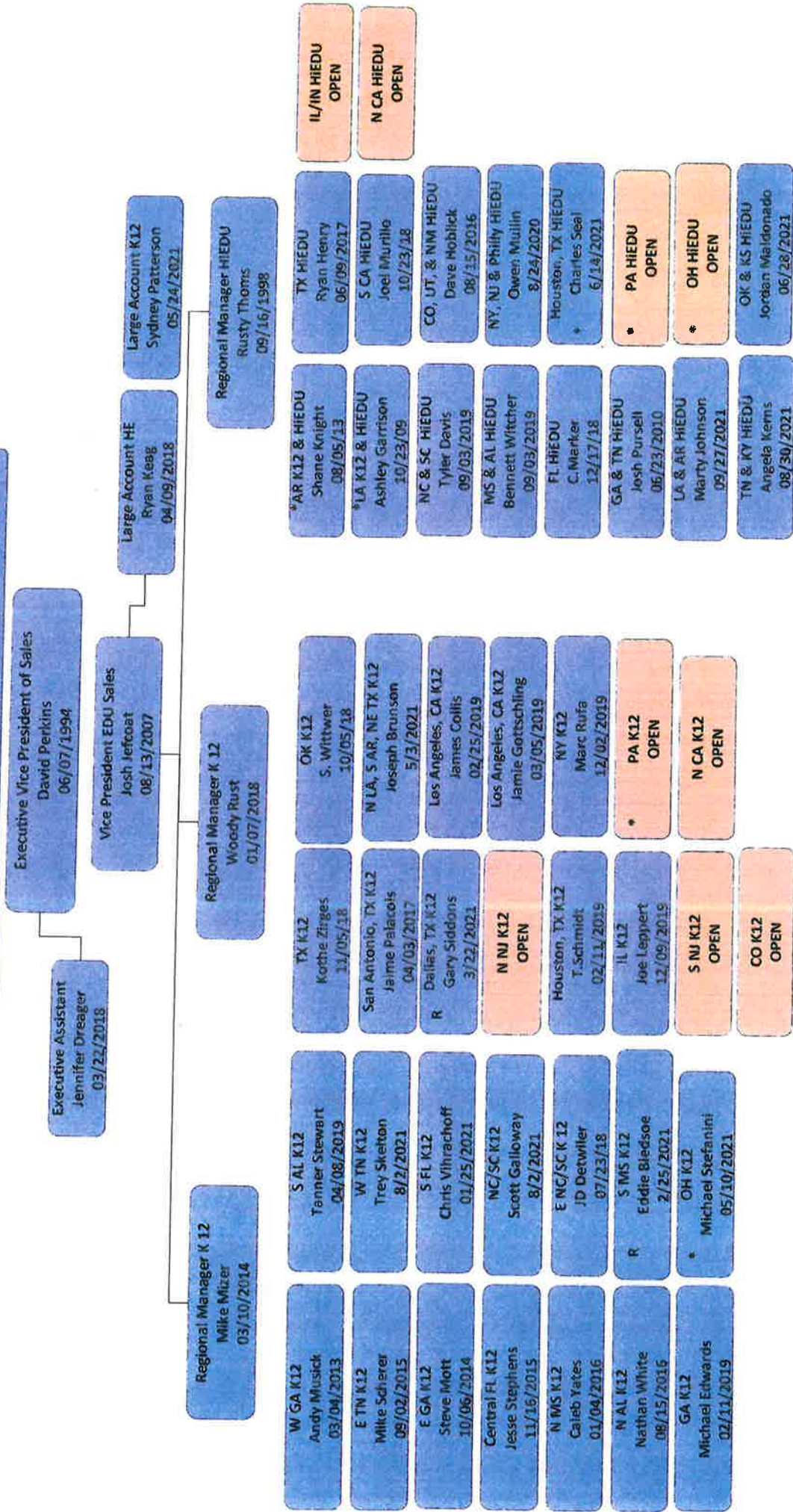
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Sales Team – Business and Government Outside Sales

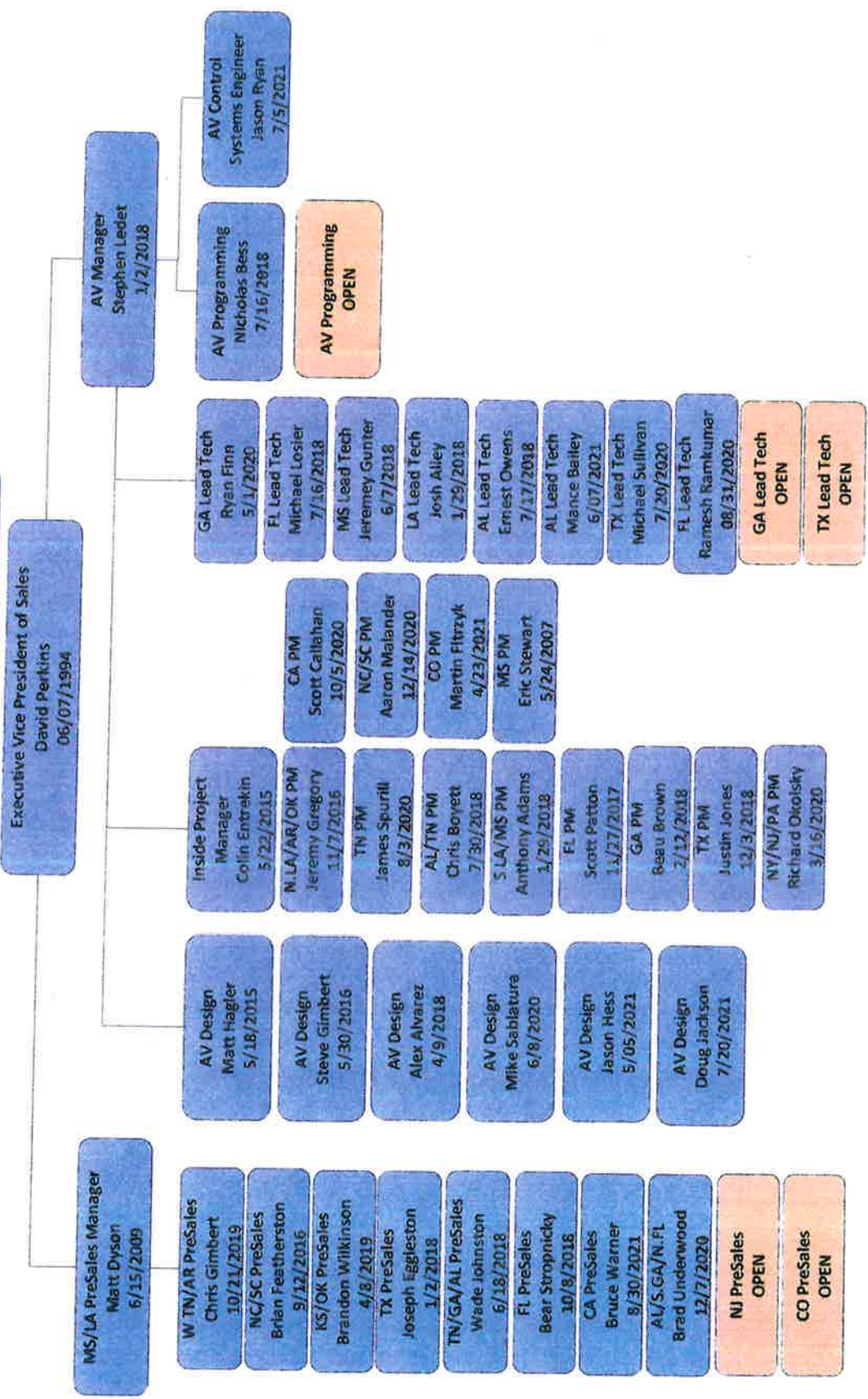
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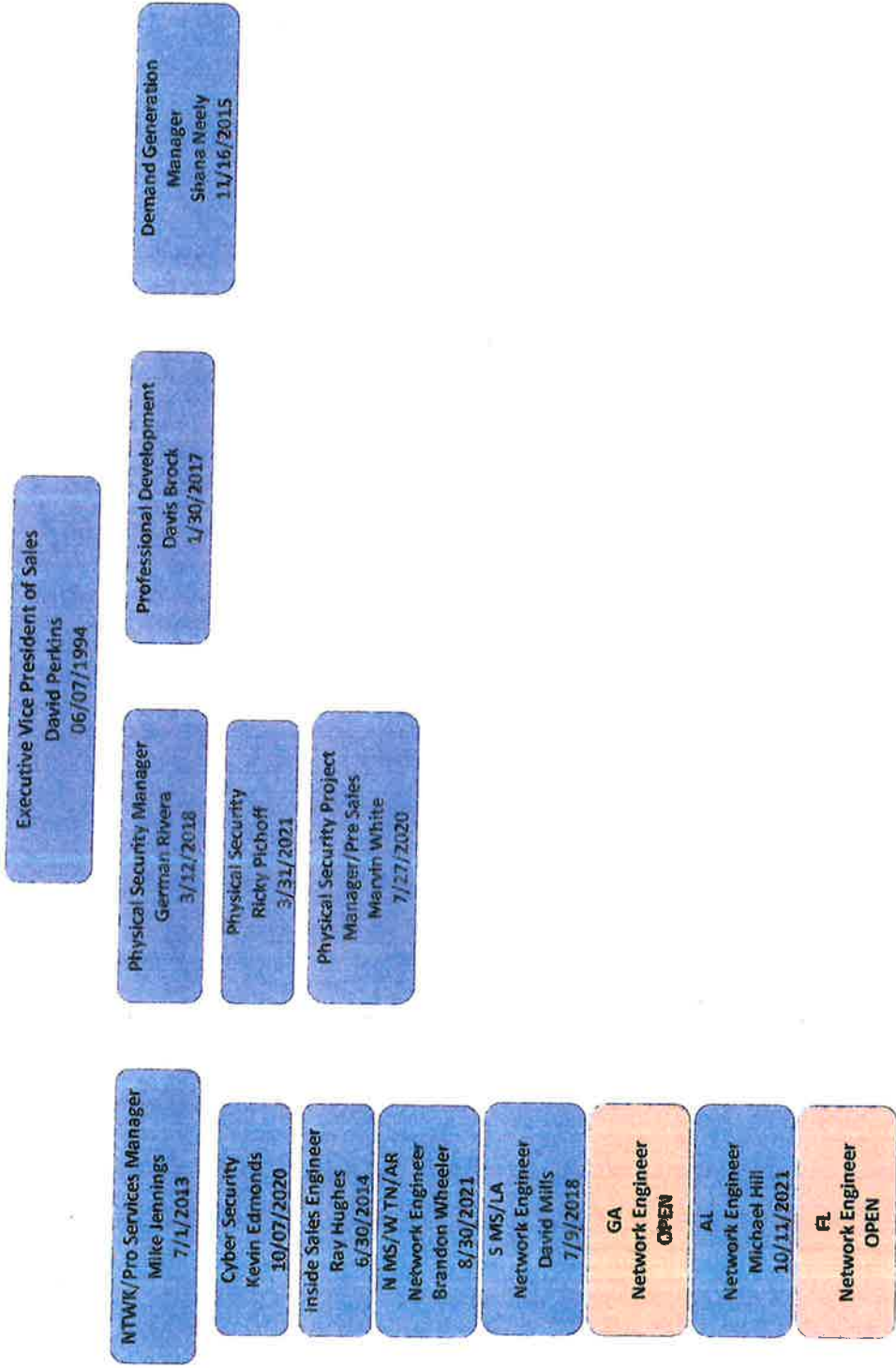
Education Outside Sales Organizational Chart



Audio Visual Organizational Chart



Networking/Physical Security/Professional Development Organizational Chart



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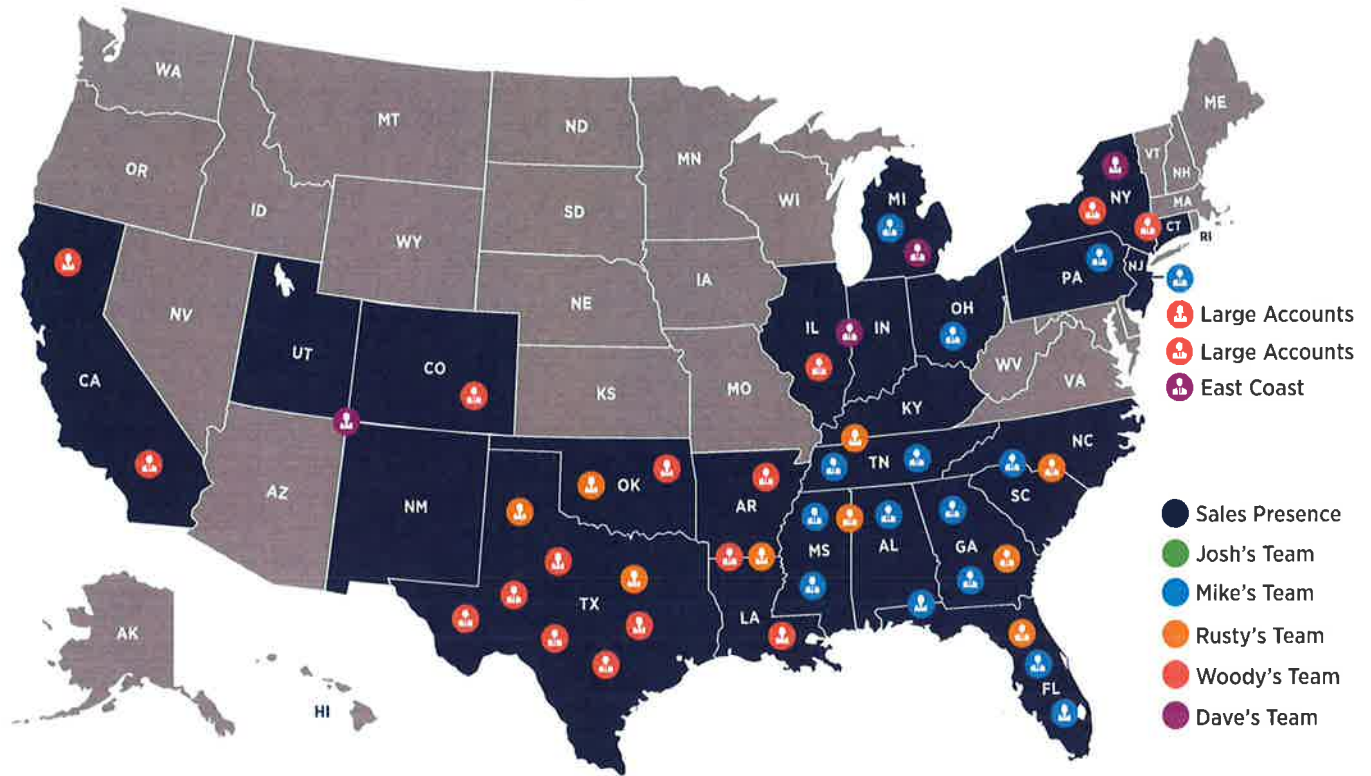
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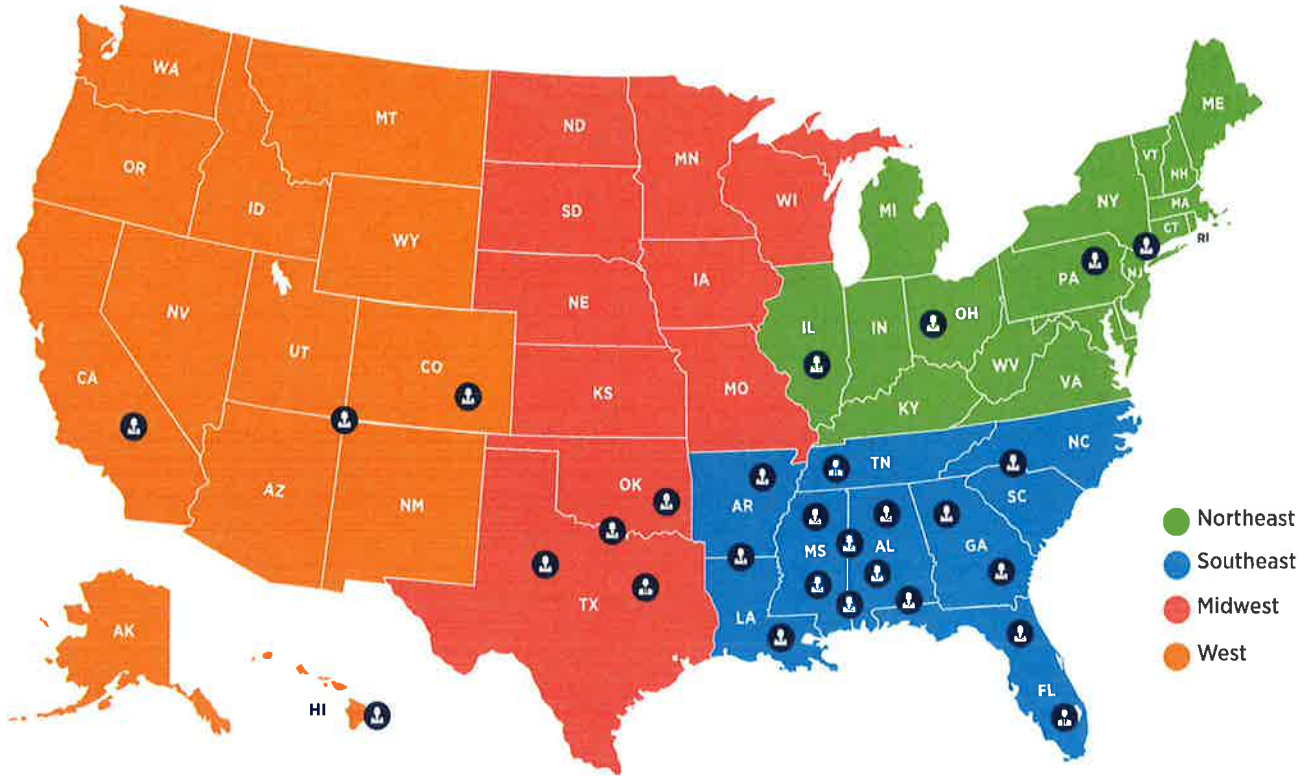
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- Midwest
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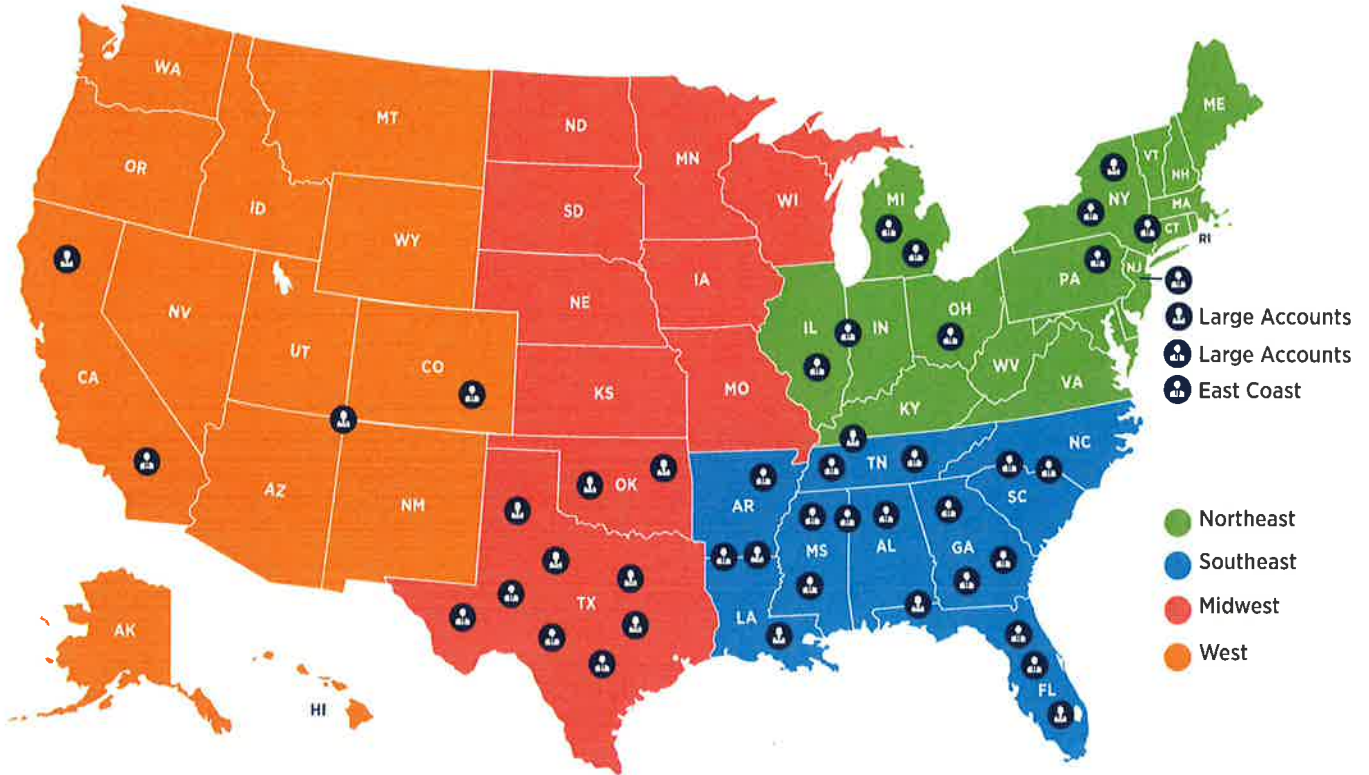
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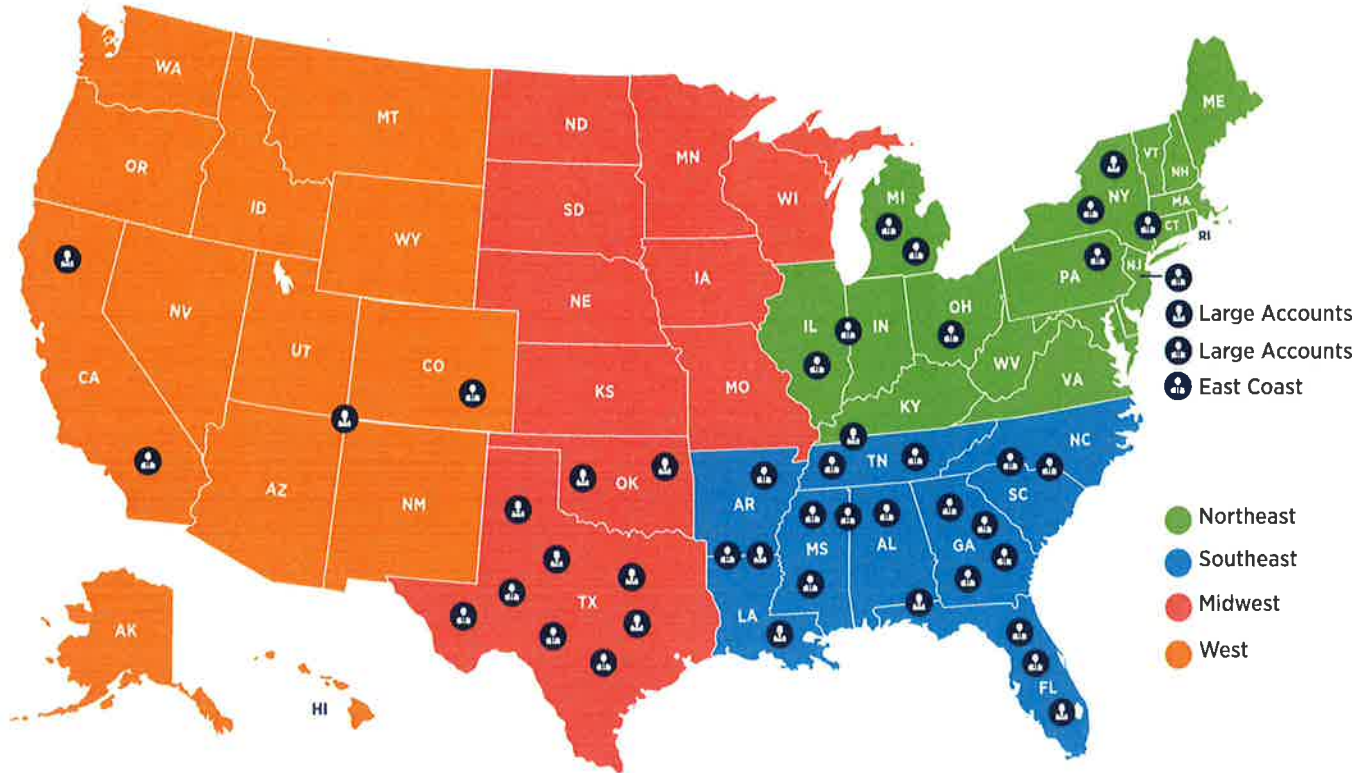
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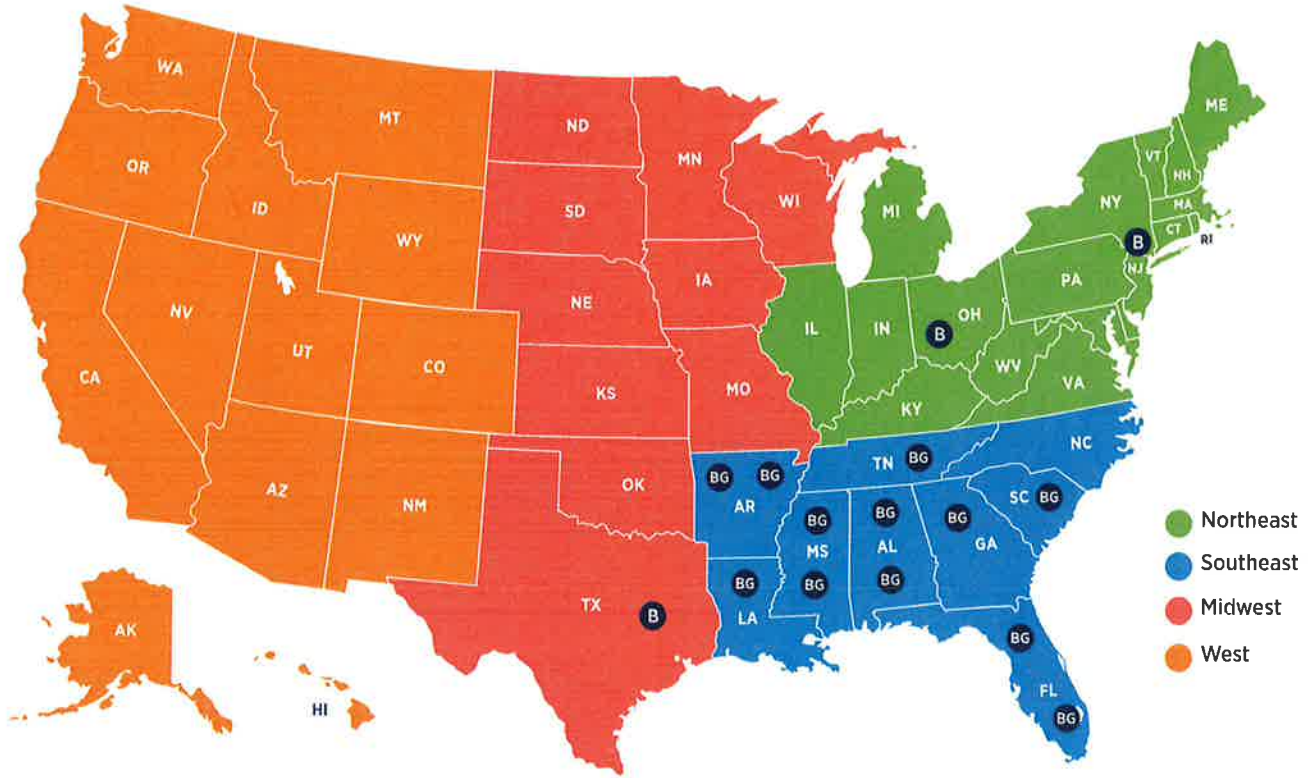
K12 | Mississippi (South)
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**BIZ/GOV | Alabama, Mississippi,
South Carolina**

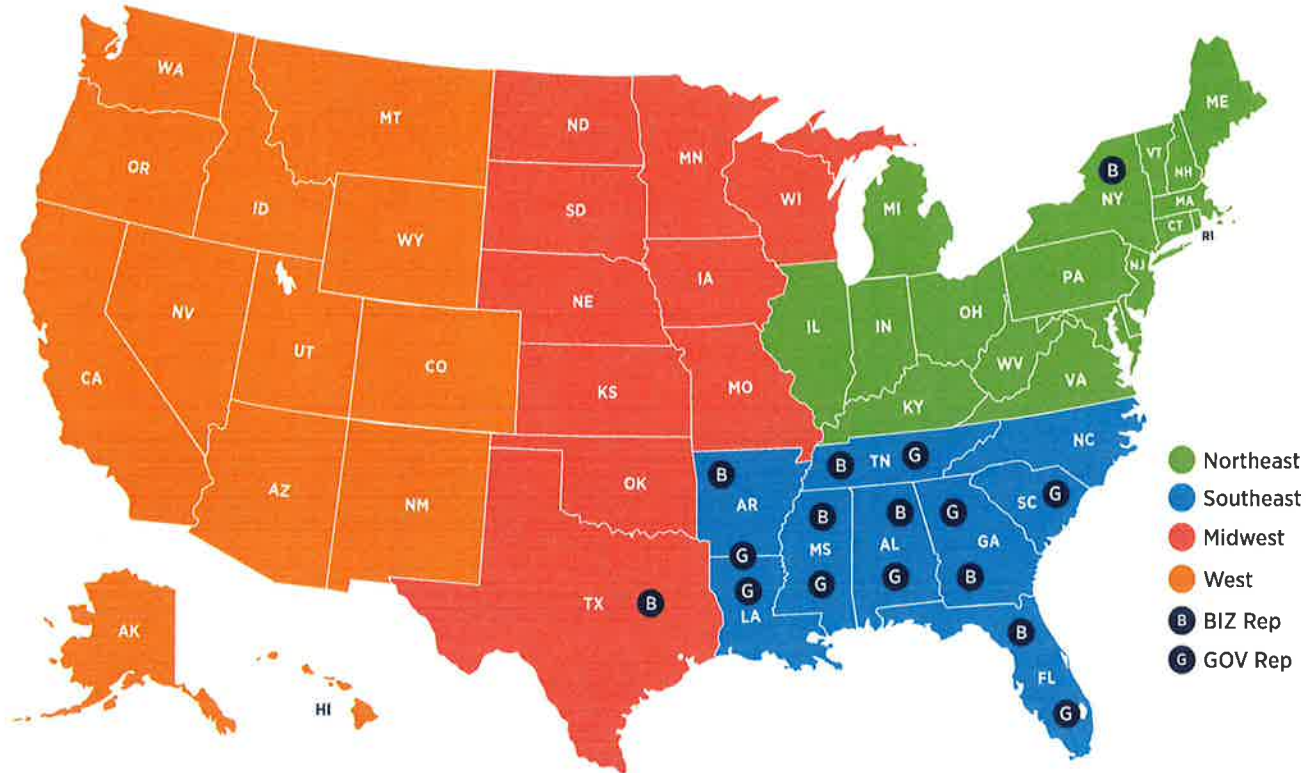
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- Northeast #3 (NY, VT, Canada) - David Bubar
- Ill/IND - Steve Oesch
- Chicago - OPEN
- Pacific North (WA, OR, ID, AK) - OPEN
- **NE/IA/MO - OPEN -Covering for now

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- PA/NJ - Neil Malobicky
- Southeast (GA, FL) - Bryce Herron
- Kentucky/Tennessee - Troy Caley
- IMS
- **LA - Allyson Howard - Covering for now
- **Mid-Atlantic South (NC, SC) - Amber Brown - Covering for now
- **AR - OPEN - Covering for now

Rep Name: Michelle Strong

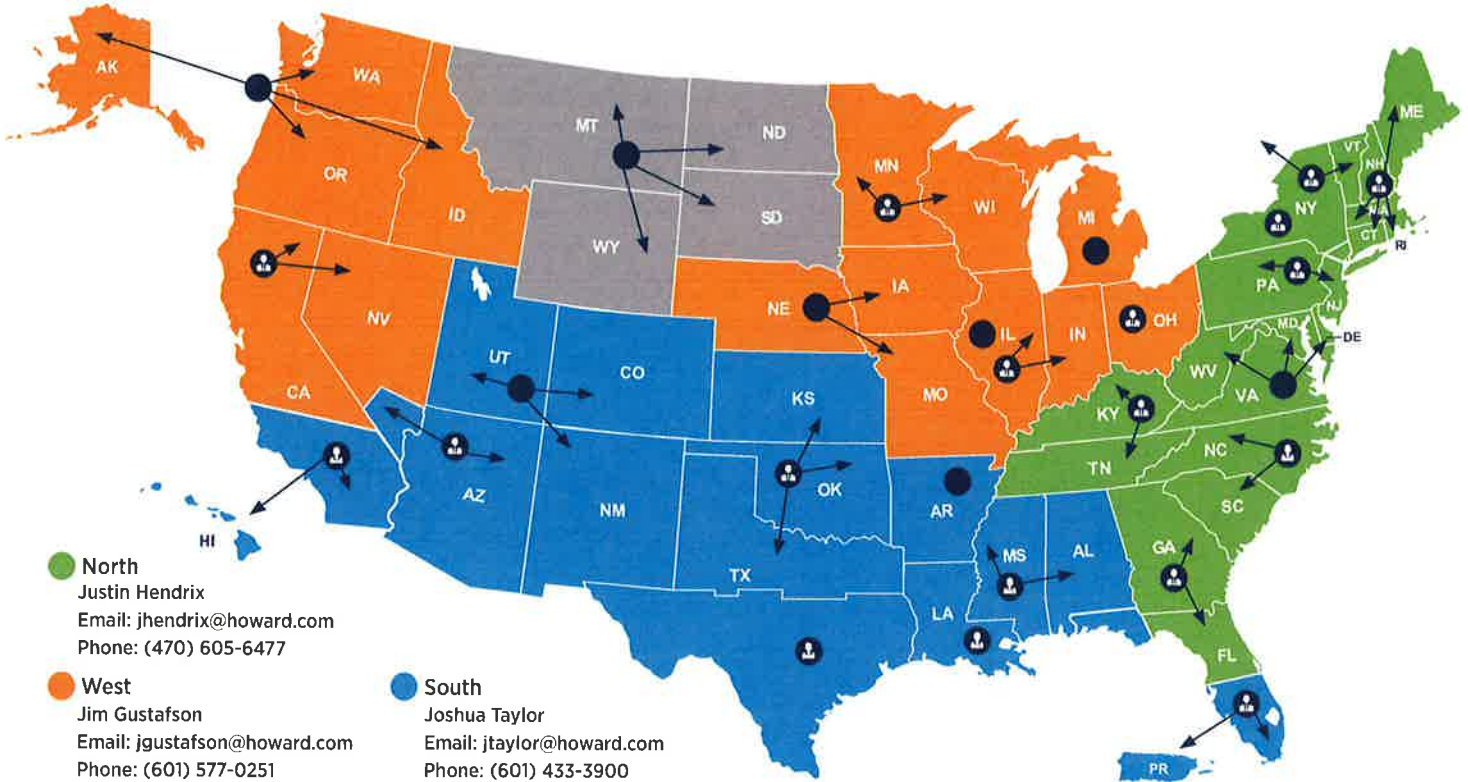
Email: mstrong@howard-medical.com
Phone: (601) 399-5797

- Mid-Atlantic Central (DE, WV, VA, MD, DC) - OPEN
- Pacific Central (N.CA, N.NV) - Stephen White
- Pacific South (AZ, NV) - Sam Stanford
- MN/WI - Justin Paulson
- MT/ND/SD Northern Plains - OPEN
- **Ohio - Ed Thompson - Covering for now

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- So Florida - Mark Ruotolo
- So Cal (CA, HI) - Kim Sehon
- CO/NM/UT Rockies - OPEN
- **Michigan - OPEN - Covering for now



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Utah, Colorado, & New Mexico

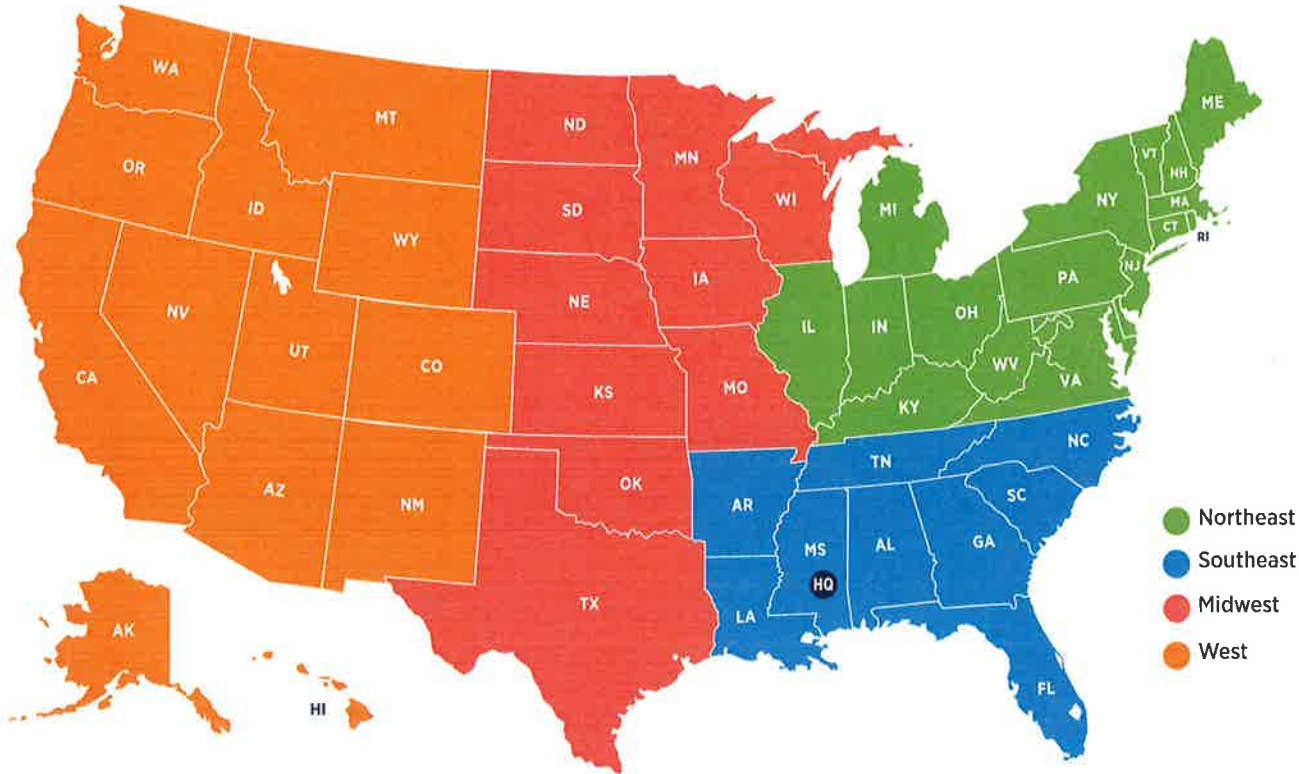
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Support | Quote Tech, Sales Support

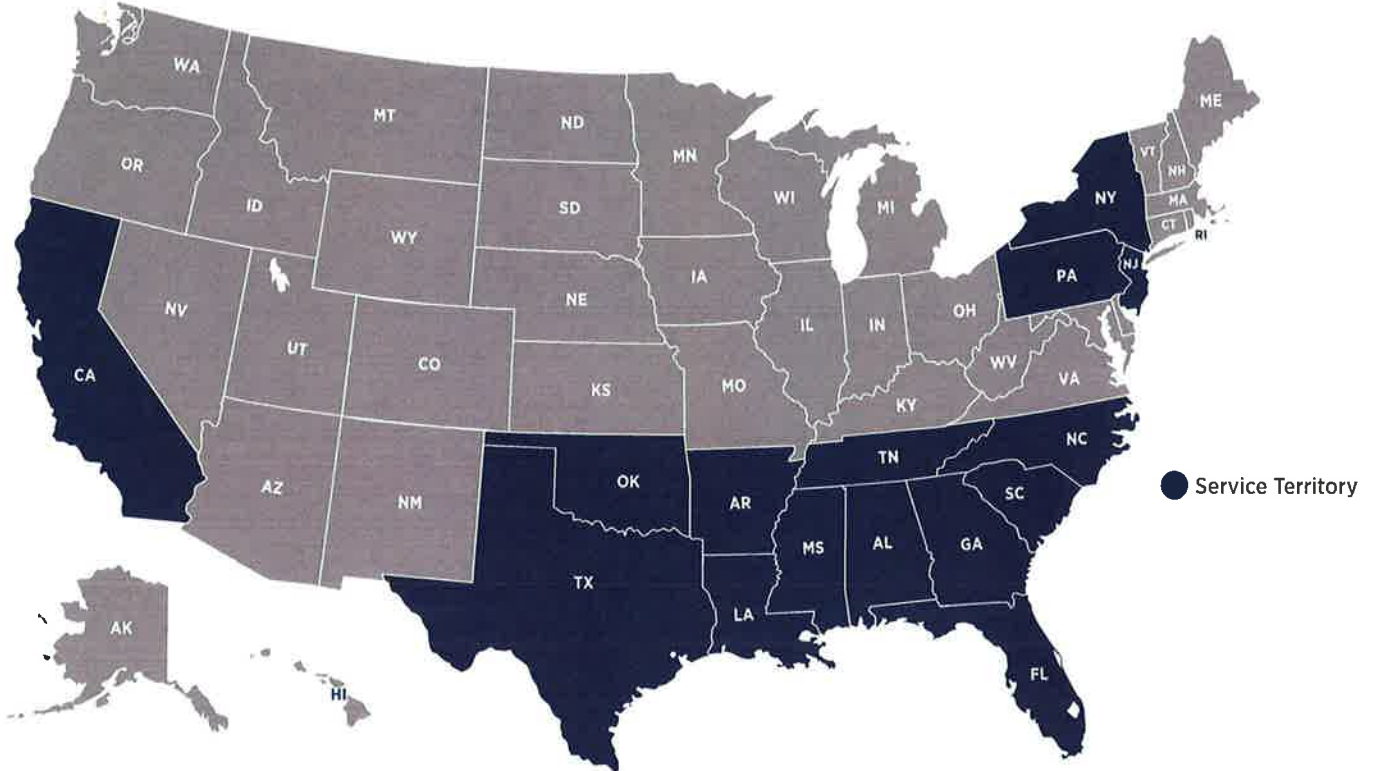
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P.O. Box 1590 • Laurel, MS 39441

HOWARD[™]

TECHNOLOGY SOLUTIONS

www.Howard.com

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888.912.3151 general • 601.399.5077 fax
888.323.3151 technical support

Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/04/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Howard Risk Advisors, LLC 4906 Ambassador Caffery Pkwy Bldg B Lafayette, LA 70508 Judi Louviere 337-704-0616	CONTACT NAME: Marie Angelle PHONE (A/C, No., Ext): 337-704-0616 FAX (A/C, No): 337-704-0417 E-MAIL ADDRESS: mangelle@howardrisk.com														
INSURED Howard Technology Solutions a division of Howard Industries, Inc. P.O. Box 1588 Laurel, MS 39441	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Harleyville Ins/Aspen Special</td> <td>10674</td> </tr> <tr> <td>INSURER B: Great American Assurance Co.</td> <td>26344</td> </tr> <tr> <td>INSURER C: Westchester/Axis/Colony Ins.</td> <td>10172</td> </tr> <tr> <td>INSURER D: Great American Alliance Ins Co</td> <td>26832</td> </tr> <tr> <td>INSURER E: AIG Specialty Ins. Co./Markel</td> <td>26883</td> </tr> <tr> <td>INSURER F: Colony Insurance Company</td> <td>39993</td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Harleyville Ins/Aspen Special	10674	INSURER B: Great American Assurance Co.	26344	INSURER C: Westchester/Axis/Colony Ins.	10172	INSURER D: Great American Alliance Ins Co	26832	INSURER E: AIG Specialty Ins. Co./Markel	26883	INSURER F: Colony Insurance Company	39993
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INSURER E: AIG Specialty Ins. Co./Markel	26883														
INSURER F: Colony Insurance Company	39993														

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Products Liab <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	SEE NOTEPAD	08/30/2022	08/30/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY DEDUCTIBLE <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY \$1K/\$1K	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	CAP4055262-01	07/31/2022	07/31/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 3,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS-MADE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	VARIOUS (SEE NOTEPAD)	08/30/2022	08/30/2023	EACH OCCURRENCE \$ 30,000,000 AGGREGATE \$ 30,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>	<input type="checkbox"/>	WCE744721-01	07/31/2022	07/31/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Cyber/Tech E&O			014719352/MKLV4XE000047	07/31/2022	07/31/2023	Each Occ 4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

GL, Auto & Umbrella policies incld Bikt Add'l Insd & WOS. GL policy incld Add'l Insr Vendors Coverage & Primary Ins Endt. WC incld Bikt WOS. Policies incld 30 DNOC. All where required by written contract.(SEE ATTACHED NOTEPAD)

CERTIFICATE HOLDER NCPA001 NCPA PO BOX 701273 Houston, TX 77270	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Judi G. Louviere</i>
--	---

- Corporate office location.
 - List the number of sales and services offices for states being bid in solicitation.

Howard Technology Solutions is located at 36 Howard Drive, Ellisville, MS. This headquarters location is used to service all fifty states and the District of Columbia.

- List the names of key contacts at each with title, address, phone and e-mail address.

Please see attached organization charts from previous page for key contact information.

- Define your standard terms of payment.

Howard Technology Solutions' standard payment terms is net 30 from date of invoice.

- Who is your competition in the marketplace?

Howard Technology Solutions' key competitors include CDWG, Tiger Direct, GovConnect, etc.

- What differentiates your company from competitors?

Howard Technology Solutions is a complete solutions provider. What sets us apart is our ability to gain a seat at the table to become a trusted consultant who readily shares knowledge, insight, and will answer questions without any expectations, rather than simply being a sales company. Our associates look to assist customers in finding information needed to make an informed decision on the products and

services they require. HTS desires to assist our customers in structuring a plan around product needed and a solid solution rather than just waiting a sale or purchase order. We endeavor to become our customers' trusted source of knowledge without any pressure to purchase.

- Describe how your company will market this contract if awarded.

Please see our Howard Technology Solutions NCPA Marketing Plan.

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P.O. Box 1590 • Laurel, MS 39441

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Howard Technology Solutions

NCPA Marketing Plan

Howard Technology Solutions proposes the following marketing plan as required by this RFP. As with all products and services offered by Howard, the marketing plan can be customized to each NCPA member's specific needs. The marketing department at Howard has the flexibility to adapt and modify plans to meet all customer requirements.

HTS focuses on the customer and their organization needs first. Howard understands the establishment of a positive customer relationship is a beneficial part of adequately serving the customer. Through the growth of this relationship, Howard will be more knowledgeable of the customer's needs and will be able to customize the marketing plan further, thus ensuring the customer's specific needs are met.

As with any marketing campaign, Howard will begin with the press release to announce the partnership between NCPA and Howard Technology Solutions. The press release will be sent to all NCPA members as well as local, regional, and statewide publications. Press releases are drafted by Howard's on-staff copywriter and submitted to a third-party press release company who distributes them through various channels. The press release is also shared on Howard's social media pages to further distribute the partnership. Howard will follow the press release with other modes of marketing such as direct face-to-face contacts, direct mailings, email blasts, and tradeshow participation. Below you will find further explanation of each type of marketing effort.

A. Face-to-Face

Howard Technology Solutions understands that no two customers are alike. This is why multiple methods of direct marketing must be used. While Howard will use traditional methods of direct marketing along with today's current trends in electronic commerce, the preferred method used by Howard will be Face-to-Face contact with NCPA members.

Howard Technology Solutions is convinced that the best way to serve our customers is to get to know them by developing genuine personal relationships through face-to-face communications. Howards' Field Sales

Representatives take great pride in establishing true working relationships, visiting customers, and discussing needs in person. Through this firsthand collaboration, Howard is able to obtain a greater understanding of our customer's needs and ultimately provide services at the highest levels possible.

Howard Technology Solutions' Sales Representatives will make contact with NCPA members at the earliest onset of contract approval. Each Howard

representative will be responsible for initial contacts and scheduling visits with NCPA members. Howard maintains a call report so that any follow up actions can be documented and handled in a timely manner. Each Howard Field Representative has an assigned inside sales representative that will assist them with any and all requests for information and quotations of systems. The inside sales representative will be the main channel of information for both the Field Representative and the NCPA member. The inside sales representative will be available at all times to generate new quotes or check the status of pending quotes and orders.

Howard Technology Solutions believes that the joint effort between Field Representatives and inside sales representatives are the most important part of the working relationship between NCPA members and Howard Technology Solutions. By establishing knowledgeable relationships, Howard can provide NCPA members with the highest level of service offered in the industry.

B. Direct Marketing

Email Campaigns - Howard's preferred method of direct marketing will be email campaigns. These campaigns allow Howard to offer NCPA members special pricing on systems and other technology products in a timely and cost-effective manner. All of these specials will be linked to the NCPA dedicated website. Howard will seek the approval of the NCPA Contract Administrator as needed before sending any communication to NCPA customers.

Website Campaigns - All NCPA members will have access to the dedicated NCPA website. This website is a full-feature site with secure log-in, order and quote status tracking, account history, product/promotional update banners, and customer specific specials. Howard will make all available promotions accessible via the NCPA website for customers to view. Howard will seek the approval of the NCPA Contract Administrator before making any changes to the NCPA website.

Direct Mail (print) - Howard Technology Solutions understands that customers are frequently bombarded with printed direct mail campaigns. For this reason and because Howard strives to be environmentally friendly, Howard will reserve printed direct mail campaigns for prospective customers who request hard copies on topics of interest. Occasionally these campaigns will be in conjunction with vendors such as Intel or Microsoft and will often include a new product offering.

C. Physical and Virtual Tradeshows

Howard Technology Solutions will provide NCPA members the unique opportunity to attend virtual tradeshows. These online environments help to eliminate the growing cost of travel while lowering both tangible and intangible expenses associated with traditional tradeshow attendance. Howard hopes to better serve the NCPA members by offering the same high-quality exhibit information in a three-dimensional format that includes customized virtual booths, product demonstrations, literature downloads, and interactive chat.

Howard Technology Solutions uses three channels for tradeshow and event selection.

Customer Referral - Howard Technology Solutions strives to participate in the shows and events that are important to our customers. Howard will listen and respond to customer requests regarding the types of events in which to participate in their area. The most important channel to Howard Technology Solutions has always and will continue to be customer referrals.

Internet Research - Howard Technology Solutions tradeshow and events personnel will use the Internet as a tool to locate and evaluate the multitude of tradeshows and events sponsored by organizations and committees sanctioned by NCPA members and their associated states.

Vender Programs - Howard Technology Solutions participates in many events in conjunction with some of its leading vendors including Intel, Microsoft, Lenovo, Panasonic, and many more. These shows are beneficial to both Howard and the NCPA organizations it serves providing new product demonstrations and training delivered by industry experts.

Howard Technology Solutions feels that one of its greatest strengths lies in its ability and willingness to handle a variety of types and sizes of tradeshows. The dedicated tradeshow department at Howard is currently responsible for the logistics and management of over one hundred shows annually. Each show/event is given the utmost attention ensuring the proper equipment and personnel are available to bring the most timely and relevant information to attending customers. Howard is deeply involved in each tradeshow and event that it attends and can assist event coordinators by obtaining keynote speakers, presenters, and sponsors for the event.

- Describe how you intend to introduce NCPA to your company.

Our Howard Technology Solutions Bid Services Department is utilized to, among other things, educate our sales teams on the selling vehicles they have at their disposal. We incorporate one-on-one trainings with new representatives as well as small group refreshers with our sales representatives and their managers to go over procedures, boundaries, territories, products, and pricing for each active contract which HTS holds. We have incorporated Smartsheet into our contract management which allows our sales representatives to have access to all contract information twenty-four-seven. Automated emails are sent to the sales representatives to announce new contract partnerships, including pertinent information such as pricing sheets and marketing materials, and other documentation as well as the web address where Howard customers may be directed for the most up-to-date contract information.

- Describe your firm's capabilities and functionality of your on-line catalog / ordering website.

Howard Technology Solutions is fully capable of establishing a dedicated NCPA website that will always be available for immediate usage, barring any scheduled maintenance upgrades. Notice of such upgrades will be sent at least 24 hours in advance of the outage, and will only be performed during the early morning hours (i.e. 12AM to 2AM Central).

Howard Technology Solutions currently has a functioning NASPO (formerly WSCA) site available at <https://www.howardcomputers.com/naspo/index.cfm> in conjunction with our NASPO contract that can be viewed to see what our website design provides. Howard Technology Solutions offers a variety of value-add contract website capabilities including:

- a. A complete PSS, easily identifying the brand, spec, and price for all products.
- b. Product specs, pricing and configuration aids for major product categories to obtain online quotes
- c. Online ordering with multiple *ship to* capability
- d. Printing and reprinting of invoices for online orders
- e. Service options and agreements
- f. Contact information for orders, service, problems, and billing issues
- g. Sales representatives for participating entities
- h. Purchase order tracking
- i. Links to environmental certifications
- j. Links to additional environmental programs

The Howard Technology Solutions NCPA site will include all of our agreed upon product offering, an online configurator to configure said products, an online quote

generation utility to save quotes for later retrieval, and an online ordering system for immediate processing of all items. In addition, all contact information, service agreements, order tracking, and product specifications will be available on the website. We will provide the following sites to NCPA members:

1. Administration site:

This site will allow NCPA members to review dynamic and static reports, track Orders by Company, Order Number, PO Number, State; Review Quote to Order Ratios based on type of system, state, company and the ability to review tracking information on orders.

2. Purchasing site:

This site will allow for custom systems that are fully configurable, the ability to quote and order the system via credit card or purchase order, and track the status of the order once placed.

Electronic Processing

Howard Technology Solutions offers an online ordering system that allows purchases via credit card (Currently Visa, MasterCard, Discover, and American Express) and purchase order. If the method of payment is a purchase order, a copy of the purchase order must be received before the order is processed. We accept fax, email, and postal mail as methods of purchase order delivery.

In addition to our HTML based Online Ordering System, Howard Technology Solutions is pleased to offer an XML-based punch-out system based on the CBL standard. Our capabilities include: downloading product configurations, requesting quotes for a configuration, submission of an order by credit card and purchase order, and acknowledgements of all transactions. We currently offer this system to the State of Louisiana and would invite the opportunity to work with other agencies to seamlessly integrate into their accounting systems.

Howard Technology Solutions utilizes Harbinger Trusted Link EDI Translation Software, Harbinger Trusted and Link Commerce, Windows 6.10. For EDI Mapping, Howard Technology Solutions utilizes EDIMAP and TLC Workbench. EDI standards followed by Howard Technology Solutions are as follows: 2001, 2002, 2003, 2040, 3010, 3020, 3040, 3050, and 4010.

Auditing:

The Howard Technology Solutions order system verifies all quotes before they are saved to ensure that all applied discounts are correct. Once a quote is turned into an order, the system again verifies that the discounts are applied and that pricing is accurate. Howard Technology Solutions' order entry personnel compare the order to the original quote to ensure that all pricing and components are correct. Once the

product is shipped, an Invoice is generated and is compared to the order and the Bill of Lading to ensure that all pricing and components are correct.

Howard Technology Solutions will audit the system on a monthly basis for the NCPA contract.

- Describe your company's Customer Service Department (hours of operation, number of service centers, etc.)

Howard Technology Solutions has a dedicated customer service department that is 100% US based and is located at our corporate headquarters in Ellisville, Mississippi. Our sales representatives can be reached Monday through Friday, 8am to 5pm CST. Our Customer Service Department is available twenty-four hours a day, 365 days a year.

- Green Initiatives (if applicable) As our business grows, we want to make sure we minimize our impact on the Earth's climate. We are taking every step we can to implement innovative and responsible environmental practices throughout NCPA to reduce our carbon footprint, reduce waste, energy conservation, ensure efficient computing and much more. To that effort we ask respondents to provide their companies environmental policy and/or green initiative.

Howard Technology Solutions is dedicated to conserving the environment. All of our products meet energy star requirements and most all meet the EPEAT guidelines. We also have a recycle program. Full details can be found on our website at www.howardcomputers.com

- Anti-Discrimination Policy (if applicable)
 - Describe your organizations anti-discrimination policy.

Please see attached Equal Employment Opportunity Policy

Howard Technology Solutions

Development of

Equal Employment Opportunity Policy

It is the policy of Howard Industries, Inc. to effect equal employment opportunities for all employees and applicants for employment without regard to race, religion, color, sex, age (40 and above), national origin, disability or veteran status in regard to any position for which the employee or applicant for employment is suited.

All management officials are expected to set an example by making good faith efforts, on a continuing basis, to attract minority and female applicants for all employment classifications. In addition, our Human Resources' staff should review at least annually personnel policies and practices to ensure that equal employment opportunity is being implemented actively and that no employee or applicant for employment shall suffer any form of unlawful discrimination.

It is the responsibility of all managers and supervisors to ensure that hiring, promotion, discipline and other personnel decisions, as well as access to Company-sponsored training, educational, social and recreational programs, are in accord with principles of equal employment opportunity by imposing only requirements which are job-related and that all employment decisions comport with the principle of equal employment opportunity. Employees and applicants for employment shall not be subjected to harassment, intimidation, threats, coercion or discrimination because they have engaged in or may engage in any of the following activities: (1) filing a complaint; (2) assisting or participating in an investigation, compliance evaluation, hearing, or any other activity related to the administration of the affirmative action provisions of the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (VEVRAA), as amended, or any other Federal, state or local law requiring equal opportunity for special disabled veterans or Vietnam era veterans; (3) opposing any act or practice made unlawful by VEVRAA; or (4) exercising any other right protected by VEVRAA or its implementing regulations.

Equal opportunity can only be achieved through demonstrated leadership and aggressive implementation of a viable Affirmative Action Program. Our Affirmative Action Program sets forth specific affirmative action and equal employment opportunity responsibilities for managers, supervisors, and all employees. All employees are expected to make every reasonable effort to carry out their Affirmative Action Program responsibilities in spirit as well as in letter to assure that equal opportunity is available to all. We further expect employees to demonstrate sensitivity to and respect for all other employees and to demonstrate commitment to Howard Industries, Inc.'s equal opportunity and affirmative action objectives.

The responsibility for ensuring compliance and continued monitoring and reporting procedures of Howard Industries, Inc.'s Affirmative Action Plan has been assigned to Loren J. Koski, V.P. Human Resources, and questions regarding the plan should be addressed to him.

While this program represents Howard Industries, Inc.'s good faith commitment, it does not create for any employee a contract of employment, either express or implied, or any right or cause of action.

This Policy will be reaffirmed and reissued annually.

- Vendor Certifications (if applicable)
 - Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to, licenses, registrations, or certifications. Certifications can include M/WBE, HUB, and manufacturer certifications for sales and service.

Please see attached certification list for Audio Visual, Networking, and Physical Security.

36 Howard Drive • Ellisville, MS 39437
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AV Certification List

Howard Technology Solutions Audio Visual Certification List as of 2022

Employee	Team	Group	Certifying Organization	Received Date	Expiration Date	Certification	Other (Not Listed)
Ryan Finn	AV	PM		05/31/22	05/31/25		Audinate DANTE Level 3
Aaron Malander	AV	PM	BiAmp	12/16/19		BiAmp Tesira	
Aaron Malander	AV	PM	Extron	02/22/19		Extron Control Professional	
Aaron Malander	AV	PM	AVIXA	11/15/20	11/30/23	CTS-1	
Aaron Malander	AV	PM	AVIXA	01/15/20	01/31/23	CTS	
Alex Alvarez	AV	Design	Extron	12/31/17		EAVA	
Alex Alvarez	AV	Design	Extron	12/31/17		BiAmp Tesira	
Alex Alvarez	AV	Design	Extron	12/31/17		DMC T/D/E	
Alex Alvarez	AV	Design	Crestron	02/22/17	02/22/23	Q-SYS Level 1 Training	
Alex Alvarez	AV	Design	QSC	12/08/19	12/08/22	Q-SYS Level 1 Video Training	
Alex Alvarez	AV	Design	Extron	06/01/20		Extron XTP-E	
Alex Alvarez	AV	Design	Kramer	04/22/20		Kramer Control Systems Programmer	
Anthony J Adams Jr	AV	Manager	Crestron	03/30/21		(Other - Not Listed)	Crestron Network Solutions- Introduction (CNS-1)
Anthony J Adams Jr	AV	Manager	Vaddio	05/19/20		(Other - Not Listed)	RoboTRAK
Anthony J Adams Jr	AV	Manager	Crestron	08/29/20		(Other - Not Listed)	Core Certification Track
Anthony J Adams Jr	AV	Manager	Crestron	11/15/21		(Other - Not Listed)	Crestron Design Tool- for Shading Solutions
Anthony J Adams Jr	AV	Manager	Crestron	05/19/20		DMC-D-4K	
Anthony J Adams Jr	AV	Manager	Crestron	03/09/19		Crestron NVX	
Anthony J Adams Jr	AV	Manager	Audio Enhancement	04/08/22		Audio Enhancement 1	
Anthony J Adams Jr	AV	Manager	Shure Audio Institute	06/21/18	06/21/20	Shure Microflex Advance Training	
Bear Stropnick	AV	Presales					
Beau Brown	AV	PM					
Beau Brown	AV	PM	Vaddio	05/12/20		RoboTRAK	
Beau Brown	AV	PM	Audinate	11/16/20		Dante Level 1	
Beau Brown	AV	PM	Shure Audio Institute	11/16/20	11/16/22	Networking for Shure DSP and Audio Interfaces	
Beau Brown	AV	PM	Shure Audio Institute	11/18/20	11/18/22	Intellimix Room	
Beau Brown	AV	PM	Shure Audio Institute	03/03/21	03/03/23	Intellimix P300	
Beau Brown	AV	PM	Shure Audio Institute	06/15/18	06/15/20	Shure Microflex Advance Training	
Brandon Wilkinson	AV	Presales					
Brian Featherston	AV	Presales					
Brian Featherston	AV	Presales	Extron	02/10/17		EAVA	
Brian Featherston	AV	Presales	Polycom				
Brian Featherston	AV	Presales	Polycom				
Brian Featherston	AV	Presales	Salto	08/16/17		Salto 1	
Chris Gimbert	AV	Presales					
Chris Gimbert	AV	Presales	Audinate	12/21/18		Dante Level 1	

Howard Technology Solutions Audio Visual Certification List as of 2022

Employee	Team	Group	Certifying Organization	Received Date	Expiration Date	Certification	Other (Not Listed)
Chris Gimbert	AV	Presales	Audinate	12/23/18		Dante Level 2	
Chris Gimbert	AV	Presales	Audinate	01/02/19		Dante Level 3	
Chris Gimbert	AV	Presales	Shure Audio Institute	01/02/19	01/02/21	Microflex Advance	
Chris Gimbert	AV	Presales	Bose	12/23/18		ControlSpace Designer V5	
Chris Gimbert	AV	Presales	QSC	11/26/19	11/26/22	Q-SYS Level 1 Training	
Chris Gimbert	AV	Presales	QSC	03/25/20	03/25/23	Q-SYS Control 101	
Chris Gimbert	AV	Presales	QSC	03/30/20	03/30/23	Q-SYS Video 101	
Chris Gimbert	AV	Presales	Crestron	04/20/20		DMC-D-4K	
Chris Gimbert	AV	Presales	Crestron	04/27/20		CNS-D	
Chris Gimbert	AV	Presales	Crestron	04/23/20		DM-NVX Networking	
Chris Gimbert	AV	Presales	BiAmp	04/22/20		BiAmp Tesira	
Chris Gimbert	AV	Presales	3x Logic	04/22/20	04/22/22	VIGIL Video Management	
Chris Gimbert	AV	Presales	Legrand	04/01/20		HDBaseT Deep Dive	
Chris Gimbert	AV	Presales	Legrand	03/30/20		4K Video	
Chris Gimbert	AV	Presales	Harman	08/10/19		BSS Certified Audio Associate - Design	
Chris Gimbert	AV	Presales	AVIXA	08/30/19	08/31/22	CTS	
Chris Gimbert	AV	Presales	NEC	03/20/20		Understanding Multi-Venue Projection	
Chris Gimbert	AV	Presales	CompTIA	11/08/18	11/08/21	Security +	
Chris Gimbert	AV	Presales	Extron	08/02/19		EAVA	
Chris Gimbert	AV	Presales	Harman	08/10/19		AMX CC101: Audio Essentials	
Chris Gimbert	AV	Presales	Harman			AMX CC102: Cabling Essentials	
Chris Gimbert	AV	Presales	Harman	08/14/19		AMX CD131: Control Design Essentials	
Chris Gimbert	AV	Presales	Harman	08/26/19		Harman Certified Control Associate	
Chris Gimbert	AV	Presales	Kramer	08/29/19		Kramer Control Systems Programmer	
Chris Gimbert	AV	Presales	Kramer	08/27/19		Kramer Control System Designer	
Chris Gimbert	AV	Presales	Crestron	11/06/20		Foundations of Crestron Programming	
Chris Gimbert	AV	Presales	Crestron	11/03/20		DMC-E-4K	
Chris Gimbert	AV	Presales	Extron	11/03/20		Extron Control Specialist	
Chris Gimbert	AV	Presales	Shure Audio Institute	02/08/21	02/06/23	IntelliMix P300	
Colin Entrekin	AV	PM					
Colin Entrekin			AVIXA	03/04/17		CTS	
Colin Entrekin			AVIXA			CTS-I	
Colin Entrekin			Crestron	08/17/17		DMC-T-4K	
Colin Entrekin			Crestron			DMC-E	
Colin Entrekin			ESA	02/19/19	02/20/21	C.A.T. 1	
Colin Entrekin			Extron	08/18/15		EAVA	
Isaac Tovar	AV	Tech	Extron	04/25/22		EAVA	
Jason Hess	AV	Design	AVIXA			CTS-D	
Jason Hess			BiAmp			BiAmp Tesira	

Howard Technology Solutions Audio Visual Certification List as of 2022

Employee	Team	Group	Certifying Organization	Received Date	Expiration Date	Certification	Other (Not Listed)
Jason Hess			ClearOne			Certified Technical Specialist	
Jason Hess			Creston			DM-NVX	
Jason Hess			Creston			DM-NVX-N	
Jason Hess			Creston			DMC-D-4K	
Jason Hess			Creston			DMC-E-4K	
Jason Hess			Creston			DMC-T-4K	
Jason Hess			Creston			CNS-D	
Jason Hess			Creston			CCT	
Jason Hess			Legrand			4K Video	
Jason Hess			Microsoft			Microsoft Teams Rooms Technical Assessment	
Jason Hess			OSHA			OSHA 10 - Construction	
Jason Hess			Renkus-Heinz			Iconyx Certified Designer	
Jason Hess			Senheiser			Multi-zone Antenna Systems	
Jason Hess			Shure Audio Institute			Advanced Wireless Microphone Training	
Jason Ryan	AV	Program	Extron	10/26/21		Extron Control Professional	
Jason Ryan		Program	BiAmp	01/26/22		BiAmp Tesira	
Jason Ryan		Program	AVIXA			CTS	
Jason Ryan		Program	QSC			Q-SYS Level 1 Training	
Jason Ryan		Program	QSC			Q-SYS Level 2 Training	
Jason Ryan		Program	QSC			Q-SYS Control 101 Training	
Jason Ryan		Program	QSC			Q-SYS Control 201 Training	
Jason Ryan		Program	Audinate			Dante Level 1	
Jason Ryan		Program	Shure Audio Institute			Microflex Advanced Training	
Jason Ryan	AV	PM	Mersive	05/03/22		Solstice	
Jason Ryan		Program	Pakedge			PCNA Network Administrator Certification	
Jason Ryan		Program	Creston	04/06/21		Creston Certified Programmer	
Jason Ryan		Program	Creston			DM NVX Design and Application	
Jason Ryan		Program	AMX			P2 - Certified Control Associate	
Jeremy Gregory	AV	PM					
Jeremy Gregory		PM	Creston	05/04/16		CTI-P101 Foundations of Creston Programming	
Jeremy Gregory		PM	Creston	07/29/16		CTI-P201 Core System Programming	
Jeremy Gregory		PM	Creston	06/22/17		DMC E	
Jeremy Gregory		PM	Creston	06/23/17		DMS	
Jeremy Gregory		PM	ESA	03/21/19		C.A.T. 1	
Jeremy Gregory		PM	Extron	06/22/17	03/21/21	EAVA	
Jeremy Gregory		PM	Infocomm	06/23/17		CTS	
Jeremy Gregory		PM	Audinate	04/19/17		Dante Level 1	
Jeremy Gregory		PM	Epson	01/25/18		Pro L 1000 Series Sales	
Jeremy Gregory		PM	Extron			Control Systems for EDU	

Howard Technology Solutions Audio Visual Certification List as of 2022

Employee	Team	Group	Certifying Organization	Received Date	Expiration Date	Certification	Other (Not Listed)
Jeremy Gregory	PM		Extron	03/07/19		Emerging Technologies 4K	
Jeremy Gregory	PM		Creston	09/25/18		NVX Design & Application	
Jeremy Gregory	PM		Polycom	02/15/18		Video Endpoints Tech Cert RPEOT200	
Jeremy Gregory	PM		Polycom	02/14/18		Voice Endpoints Tech Cert VSOT200	
Jeremy Gregory	PM		Extron	07/01/20		Extron Control Specialist	
Justin Jones	AV						
Justin Jones	PM						
Matt Dyson	AV	Manager					
Matt Hagler	AV	Design					
Matt Hagler			AMX			AMX CP- Commissioning	
Matt Hagler			BiAmp			BiAmp Tesira	
Matt Hagler			Creston			DMC T/D/E	
Matt Hagler			Creston			Creston Certified Programmer	
Matt Hagler			Extron			EAVA	
Matt Hagler			Kramer			Kramer Certified Digitalist	
Matt Hagler			Extron	12/14/18		Extron Control Professional	
Matt Hagler			Salto			Salto 1	
Matt Hagler			State of Georgia	01/29/19	08/31/21	Georgia Low-Voltage License	
Michael Losier	AV	Tech					
Michael Losier	AV	Tech	Epson	06/04/19		BrightLink/BrightLink Pro Installatoin Guide	
Michael Losier	AV	Tech	Shure Audio Institute	04/24/20	04/24/22	Audio Basics for Meetings & Conferences	
Michael Sablatura	AV	Design					
Michael Sablatura	AV	Design	QSC			Q-SYS Level 1 Training	
Michael Sablatura	AV	Design	QSC			Q-SYS Control 101	
Michael Sablatura	AV	Design	NewTek			3Play Operation	
Michael Sablatura	AV	Design	NewTek			Live Production with TriCaster	
Michael Sablatura	AV	Design	NewTek			NDI and Performance Media Networking	
Michael Sablatura	AV	Design	NewTek			NewTek Infrastructure	
Michael Sablatura	AV	Design	NewTek			Selling NewTek Technology	
Michael Sablatura	AV	Design	NewTek	02/22/21		NSCE	
Michael Sablatura	AV	Design	BiAmp			TesiraForte	
Nick Bess	AV	PM	Creston	03/05/19		Creston NVX	DM-NVX-N
Nick Bess	AV	PM	Creston	01/16/15		DMC-D-4K	
Nick Bess	AV	PM	Creston	08/09/20		Creston Certified Programmer	
Nick Bess	AV	Programmer					
Nick Bess	AV		Extron			Extron Authorized Programmer	
Nick Bess	AV	PM	BiAmp	02/16/22		BiAmp Tesira	
Nick Bess	AV	PM	Extron	10/24/19		(Other - Not Listed)	Authorized Programmer

Howard Technology Solutions Audio Visual Certification List as of 2022

Employee	Team	Group	Certifying Organization	Received Date	Expiration Date	Certification	Other (Not Listed)
Nick Bess	AV	PM	Extron	06/07/19		Extron Control Associate	
Nick Bess	AV	PM	Extron	09/13/19		Extron Control Professional	
Rich Okolsky	AV	PM	Shure Audio Institute	03/23/20	03/23/22	Audio Basics for Meetings & Conferences	
Rich Okolsky	AV	PM	Shure Audio Institute	03/24/20	03/24/22	Wireless Basics	
Rich Okolsky	AV	PM	Shure Audio Institute	03/25/20	03/25/22	Integrated System Portfolio Overview	
Rich Okolsky	AV	PM	AVIXA	04/03/20		AV Technologist	
Rich Okolsky	AV	PM	Extron	04/08/20		EAVA	
Rich Okolsky	AV	PM	Shure Audio Institute	03/28/20	03/28/22	Best Practices for Merging AV and IT Systems	
Rich Okolsky	AV	PM	Shure Audio Institute	03/28/20	03/28/22	Integrated Systems Certification Level 1	
Rich Okolsky	AV	PM	Shure Audio Institute	03/28/20	03/28/22	Networking for AV Professionals Part 1	
Rich Okolsky	AV	PM	Shure Audio Institute	03/28/20	03/28/22	Selecting the Right Integrated System for the Right Application	
Rich Okolsky	AV	PM	Extron	04/13/20		Extron Control Specialist	
Rich Okolsky	AV	PM	BiAmp	04/16/20		TesiraFORTE	
Rich Okolsky	AV	PM	Crestron	04/28/20		DMC-D-4K	
Rich Okolsky	AV	PM	Kramer	03/08/22		(Other - Not Listed)	Kramer Control System Designer
Rich Okolsky	AV	PM	Audio Enhancement	04/08/22		Audio Enhancement 1	
Ryan Finn	AV	Tech	Shure Audio Institute	12/02/20	11/02/22	Intellimix Room	
Ryan Finn	AV	PM		05/21/21			Audinate DANTE Level 2
Ryan Finn	AV	PM		05/04/21			Audinate DANTE Level 1
Ryan Finn	AV	PM		04/09/21			Sennheiser TeamConnect Ceiling 2
Ryan Finn	AV	PM		04/16/21			Sennheiser SpeechLine Digital Wireless
Ryan Finn	AV	PM		02/04/21			Luxul 101
Ryan Finn	AV	PM	Vaddio	01/29/21			AV Bridge MatrixMIX
Ryan Finn	AV	PM	Vaddio	01/26/21			AV Bridge MATRIX PRO
Ryan Finn	AV	PM		02/05/21			Luxul IP Networking Basics
Ryan Finn	AV	PM		02/15/21			Luxul Network
Ryan Finn	AV	PM	BiAmp	04/08/21			Troubleshooting Basics
Ryan Finn	AV	PM	Shure Audio Institute	11/24/20	11/14/22		Intellimix Room - Technical Enablement Training
Ryan Finn	AV	PM	Shure Audio Institute	11/25/20	11/15/22		Networking for Shure DSP & Audio Interfaces
Ryan Finn	AV	PM	Shure Audio Institute	12/02/20	11/22/22		Intellimix P300 Technical Enablement Training
Ryan Finn	AV	PM	Shure Audio Institute	12/03/20	11/23/22		MXA710 Linear Array Technical Enablement

Howard Technology Solutions Audio Visual Certification List as of 2022

Employee	Team	Group	Certifying Organization	Received Date	Expiration Date	Certification	Other (Not Listed)
Ryan Finn	AV	PM	Shure Audio Institute	12/03/20	11/23/22		MXA910 Ceiling Array Technical Enablement
Ryan Finn	AV	PM	Shure Audio Institute	04/15/21	04/15/23		MXA Network Mute Button Technical Enablement
Ryan Finn	AV	PM	Shure Audio Institute	04/15/21	04/15/23		MXA310 Table Array Technical Enablement
Ryan Finn	AV	PM	Shure Audio Institute	04/21/21	04/21/23		Voice Lift System Design
Ryan Finn	AV	PM	BiAmp	03/30/21			TesiraFORTE
Ryan Finn	AV	PM	Vaddio	12/05/20		Vaddio Cam Track	
Ryan Finn	AV	PM	Extron	05/22/20		EAVA	
Ryan Finn	AV	Tech	Shure Audio Institute	12/02/20	11/02/22	IntelliMix P300	
Scott Patton	AV	PM					
Steve Gimbert	AV	Design					
Steve Gimbert			Crestron	12/31/17		DMC T/D/E	
Steve Gimbert			Infocomm	12/31/17		CTS-I	
Wade Johnston	AV	Presales					

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Networking and Physical Security Certification List

Howard Technology Solutions Network and Physical Security Certification List as of 2022				
Engineer	Vendor	Certification	Specialization	Level of Partnership
Ray Hughes	Amazon Web Services	AWS Technical Professional (Digital)	Virtualization	Authorized Partner
Kevin Edmonds	Barracuda	Barracuda WAF Certified Product Specialist	Security	Premier Partner
Kevin Edmonds	Barracuda	Certified Sales Partner	Security	Premier Partner
Kevin Edmonds	Barracuda	Certified Sales Representative (Firewall)	Security	Premier Partner
Kevin Edmonds	Barracuda	Certified Sales Representative (PhishLine)	Security	Premier Partner
Kevin Edmonds	Barracuda	WAF-as-a-Service - Foundation	Security	Premier Partner
Otis Mathis	Cisco	CCNA	Routing and Switching	Registered Partner/Premier Integrator
Ray Hughes	Extreme	ECS - Campus EXOS	Routing and Switching	Diamond Partner
Otis Mathis	Fortinet	NSE1, NSE2, NSE3	Security	Expert Partner
Otis Mathis	Fortinet	NSE4	Security	Expert Partner
Kevin Edmonds	Fortinet	NSE1	Security	Expert Partner
Kevin Edmonds	Fortinet	NSE2	Security	Expert Partner
Kevin Edmonds	Fortinet	NSE3	Security	Expert Partner
Kevin Edmonds	Fortinet	NSE4	Security	Expert Partner
Kevin Edmonds	Fortinet	NSE5	Security	Expert Partner
Kevin Edmonds	Fortinet	NSE6_FWF-6.4 - Fortinet NSE 6 - Secure Wi	Routing and Switching	Expert Partner
Kevin Edmonds	Fortinet	NSE7	Security	Expert Partner
Jaron Johnson	Fortinet	NSE1	Security	Expert Partner
Jaron Johnson	Fortinet	NSE2	Security	Expert Partner
Jaron Johnson	Fortinet	NSE3	Security	Expert Partner
Jaron Johnson	Fortinet	NSE4	Security	Expert Partner
Brandon Wheeler wheeler	Fortinet	NSE1	Security	Expert Partner
Brandon Wheeler wheeler	Fortinet	NSE2	Security	Expert Partner
Brandon Wheeler wheeler	Fortinet	NSE3	Security	Expert Partner
Ray Hughes	Google	Google Education Deployment	Vendor Support	Authorized Partner
Ray Hughes	Google	Google G Suite Deployment Services Special	Vendor Support	Authorized Partner
Kevin Edmonds	Hitachi Vantara	HQT-2122 - Presales Edge-to-Core-to-Cloud	Storage	Authorized Partner
Kevin Edmonds	HPE	SPSP	SD-WAN	Silver Partner
Kevin Edmonds	Nakivo	Nakivo Sales Professional	Backup/DR	Authorized Partner
Kevin Edmonds	Nakivo	Technical Solutions Professional	Backup/DR	Authorized Partner
Kevin Edmonds	Palo Alto	Palo Alto Networks Systems Engineer (PSE)	Security	
Kevin Edmonds	Palo Alto	Palo Alto Networks Systems Engineer (PSE)	Security	

Howard Technology Solutions Networkign and Physical Security Certification List as of 2022				
Engineer	Vendor	Certification	Specialization	Level of Partnership
Kevin Edmonds	Proofpoint	PACSE	Security	Silver Partner
Kevin Edmonds	Proofpoint	PACSE (Accred Channel Sales Eng)	Security	Silver Partner
Jaron Johnson	Ruckus	RICXI	Routing and Switching	Elite Partner
Brandon Wheeler	Ruckus	RICXI	Routing and Switching	Elite Partner
Kevin Edmonds	Sophos	Sophos Certified Architect	Security	Gold Partner
Kevin Edmonds	Sophos	Sophos Certified Engineer	Security	Gold Partner
Kevin Edmonds	Sophos	Sophos Certified Sales Consultant	Security	Gold Partner
Kevin Edmonds	Sophos	Sophos EDR Certified Admin	Security	Gold Partner
Kevin Edmonds	VMWare	VSP (Carbon Black)	Security	Advanced Partner
Kevin Edmonds	VMWare	VTSP (Carbon Black)	Security	Advanced Partner

TAB 5 PRODUCTS AND SERVICES

Respondent shall perform and provide these products and/or services under the terms of this agreement. The supplier shall assist the end user with making a determination of their individual needs.

Warranty

Proposal should address the following warranty information:

- Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.

Standard manufacturer warranty applies to all third-party products sold. Please see attached "Howard Branded Product Warranty" for warranty information for Howard Branded products.

- Availability of replacement parts

Replacement parts availability are based on manufacturer availability.

- Life expectancy of equipment under normal use

Standard manufacturer life expectancy of equipment applies.

- Detailed information as to proposed return policy on all equipment

All non-Howard branded products include the manufacturer's standard warranty. Any item found to be defective and reported to HTS within 30 days of receipt is eligible for return, with the exception of some consumables. All items which arrive damaged and reported to HTS within 5 days of receipt will have a damage freight claim filed on the customer's behalf. All items requested for return outside of these time limits are subject to the manufacturer's warranty and must be reported directly to the manufacturer. HTS makes no guarantee on returns as all returns are subject to the return policy of the individual manufacturer/supplier.

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Howard Branded Product Warranty

Howard Branded Product Warranty

Every time you purchase a Howard Technology Solutions branded product in the U.S., you receive a Limited Warranty which provides you with a comprehensive service and support program for the term of the warranty. To determine the warranty type and duration that is included with your purchase, see your packing slip or order confirmation. Alternately, you may email your questions or description of the problem to Technical Support Center at: tech@howardcomputers.com

Note: Warranty service may be fulfilled by shipping user replaceable parts, such as keyboard, mouse, cables, monitors, speakers, or similar devices directly to you.

The product you have purchased is warranted by Howard Technology Solutions to be free of defects in materials and workmanship under normal use for the duration of the terms as stated in the Limited Warranty. The warranty begins the day we ship your Howard Technology Solutions branded product. As an added convenience, Howard Technology Solutions keeps track of this date for you. Your product's Limited Warranty is non-transferable and will not be honored if the ownership of the product changes. For the duration of the Limited Warranty, Howard Technology Solutions will repair or replace defective parts with new or serviceable parts, which meet or exceed the performance of new parts.

What is not covered under the Limited Warranty?

1. Products located and/or operated outside the 50 states
2. Products purchased from anyone other than Howard Technology Solutions or an authorized reseller/agent
3. Expendable parts (Note: batteries provided for your notebook are covered for [1] year from the date we ship your system)
4. Accessories or peripherals not sold as part of a Howard branded system. The only accessories and peripherals covered that are sold as part of a Howard branded system are the monitor, mouse, and keyboard.
5. Software products
6. Routine cleaning, cosmetic, and mechanical wear
7. On-site support for monitor, keyboard, mouse, and speakers
8. Damage from the following:
 - a. Misuse, abuse, neglect, acts of God, fire, vandalism, civil disturbances, or war
 - b. Use outside of the product's design usage or parameters
 - c. Use of non-Howard Technology Solutions manufactured or sold parts
 - d. Installation of parts not approved by Howard Technology Solutions
 - e. Repair or replacement of non-Howard Technology Solutions authorized service partner

How do you get warranty service and support for your Howard branded product?

Depending on the terms of your agreement, you will receive a combination of one or more of the following: telephone support, parts-only replacement, carry-in service, or on-site service.

How do you get technical support?

With Howard Technology Solutions, you receive FREE telephone technical support 24/7, 365 days a year for as long as you own your Howard branded product. Our friendly, US-based team of experts will answer your questions about the product, hardware setup, or installation, all with telephone hold times typically less than one [1] minute. To expedite our service to you, please gather the following information before calling our Technical Support Center at (888) 323-3151

1. Product serial number(s) – located on the side or bottom of machine
2. Add-on boards of hardware installed on the product
3. Third-party software installed on the product
4. Operating system type and revision level
5. Content of any error message
6. Explanation of the problem and/or detailed, specific questions

Howard Industries, Inc. Technology Division Limited Warranty

1. Limited Warranty and/or Next Business Day (NBD) On-site Response

Howard Industries, Inc. (hereinafter "Howard") warrants that the Howard branded product(s) purchased by you will be free from defects in materials and/or workmanship under normal use for the purchased warranty period starting from the date of product shipment with the following EXCEPTIONS:

- a. Defective CDs, DVDs, diskettes or other software media that are delivered with your product will be replaced by Howard or its suppliers for twenty-one [21] days from the date you receive your product.
- b. Howard DOES NOT WARRANTY ANY SOFTWARE PRODUCTS, INCLUDING THE OPERATING SYSTEMS PREINSTALLED BY HOWARD TECHNOLOGY SOLUTIONS.
- c. Defective accessories or peripherals bundled with your Howard branded product (limited to the monitor, mouse, and keyboard) are subject to the terms of the warranty duration and type purchased from Howard Technology Solutions. All other defective accessories or peripherals, other than software, that are delivered with your product will be replaced by Howard or its suppliers for twenty-one [21] days.
- d. If purchased, next business day on-site warranty service is provided for the time period listed on the packing slip or invoice and begins the date of product shipment for the Howard Technology Solutions' products. The hours of next business day on-site warranty services will be provided Monday – Friday from 8:00AM to 5PM local time excluding Howard Technology Solutions' holidays as published on the Howard Technology Solutions' website at www.Howard.com.

- e. Second business day response times may be required in case of delays beyond Howard Technology Solutions' control (such as acts of God or calls reported to Technical Support after 3pm Central Standard Time). A Howard authorized third party vendor may provide on-site service. Note: Some repairs may require the unit to be returned to Howard for depot service at an authorized service center.
- f. On-site warranty service is not available for Field Replaceable Units (FRU) such as monitors, keyboards, modular hard drives, mice, or similar external components of the product.

To obtain service under this limited warranty, you must contact Howard Technical Support within the warranty period. Technical Support personnel will work to resolve issues professionally and quickly, however, you must provide reasonable assistance in order to facilitate and/or receive support services. If Howard Technology Solutions is unable to correct the problem, they may authorize a replacement part or parts, on-site service, or a product replacement. ON-SITE SERVICE AND PRODUCT REPLACEMENTS ARE CONSIDERED OPTIONS OF LAST RESORT. All replaced parts must be returned to Howard. You will be invoiced for defective replacement parts not returned to Howard within two [2] weeks of receipt of the replacement parts.

Howard does not warranty damages or defects to the Howard product under the following conditions: misuse, abuse, neglect, acts of God, fire, vandalism, civil disturbances, or war, unauthorized service repair of the Howard product, damage from electrical power problems, usage of parts or components not supplied by Howard, shipping damage (other than during original shipment from Howard), failure to perform preventative maintenance, or damage caused by peripherals or software or from other external causes.

Howard will, under the warranty period, repair or replace defective parts with new or serviceable used parts. This determination will be at the sole discretion of Howard. Howard owns all removed and repaired parts from the Howard product. The repair or replacement of a Howard product does not extend the warranty of said computer product. Spare parts are warranted to be free from defects in material or workmanship for twenty-one [21] days or the remainder of the Limited Warranty Period (whichever is long) of the Howard product in which they are installed.

This limited warranty is extended only to the original purchaser and is non-transferable. In addition, this warranty is only valid within the United States of America. For this warranty to be valid, the product must have been purchased directly from Howard or from an authorized representative of Howard.

The warranties set forth herein are in lieu of any and all other warranties expressed or implied, including the warranties of merchantability and fitness for a particular use. Howard disclaims all other warranties, expressed or implied, including without limitation implied warranties of merchantability and fitness for a particular use. Except for the obligations set forth in this warranty statement, Howard shall not be liable for any defect, direct, special, incidental, or consequential damages including without limitation any liability for losses in profits, losses in revenue, losses in savings, losses of data, downtime, costs of capital, cost of

replacement equipment (temporary or per permanent), costs of time, thirty parties' claims, or injuries to property.

The limited of the liability of Howard to repair its computer product after a reasonable amount of time and a reasonable number of attempts shall be the replacement of the Howard product or a refund of the original purchase of the computer product. The decision regarding replacement versus refund shall be at the sole discretion of Howard. The above options are the only remedies for any perceived breach of warranty by Howard.

In states that do not allow limitations on implied warranties or on the length of implied warranties, the above limitations may not apply to you. In states that do not allow for the exclusion or limitations and exclusions may not apply to you. This warranty gives you specific legal rights. To determine other rights you may have, review your applicable state laws.

2. Warranty Extensions and Upgrades

Howard Technology Solutions currently offers various options to extend or upgrade the Limited Warranty of the Howard branded product. This extension is only available for purchase during the first year warranty coverage period from Howard Technology Solutions. Call 1.888.912.3151 for pricing and availability.

3. Post-Warranty Parts Availability

Howard is available to assist with parts acquisition after the warranty period. Call 1.888.912.3151 for post-warranty assistance.

Products

- Vendor shall provide equipment, materials and products that are new unless otherwise specified, of good quality and free of defects

Howard Technology Solutions acknowledges and complies.

Construction

- Vendor shall perform services in a good and workmanlike manner and in accordance with industry standards for the service provided.

Howard Technology Solutions acknowledges and complies.

The following is a list of suggested (but not limited to) Technology Solutions, Products and Services categories. List all categories along with manufacturer that you are responding with:

Products

Howard Technology Solutions is pleased to offer the following products and brands. This is not an exhaustive list of all items.

- **Laptops / Notebooks / 2-in-1s**

- Howard
- Acer
- Asus
- Dell
- Fujitsu
- HP
- Lenovo
- Microsoft
- Samsung
- Toshiba
- Etc.

- **Tablets**

- Howard
- Acer
- Asus
- Dell
- Fujitsu
- HP
- Lenovo
- Microsoft
- Samsung
- Toshiba
- Etc.

- **Desktop Computers**

- Howard
- Acer
- Dell
- HP
- Lenovo
- Etc.

- **Workstations – Fixed and Mobile**

- HP
- Dell
- Lenovo
- Asus
- Etc.

- **Gaming Devices**

- HP
- Dell
- Lenovo
- Asus
- Etc.

- **Chromebooks – Education and Enterprise**

- Dell
- HP
- Lenovo
- Acer
- Asus
- Samsung
- Etc.

- **Servers**

- Howard
- Dell
- Fujitsu
- HPE
- HVE
- IBM
- Dell
- Lenovo
- Etc.

- **High Performance Computing**

- HP
- Dell
- Lenovo
- Asus
- Etc.

- **Data Storage / Drives**

- Buffalo
- Dell
- EMC
- HVE
- Overland
- Tandberg
- Western Digital
- LG
- SanDisk
- Seagate
- Etc.

- **Converged Infrastructure**

- Dell EMC
- HPE
- HVE
- NetApp
- Nutanix
- Etc.

- **Hyper Converged Infrastructure**

- Dell EMC
- HPE
- HVE
- NetApp
- Nutanix
- Etc.

- Cloud Products

- **Software**

- AVG
- BitDefender
- Cylance
- GoGuardian
- Kaspersky
- McAfee
- Palo Alto
- Sophos
- Symantec
- Neverware
- Avid
- Adobe
- Hayes
- Velocloud

- **Absolute**
- **Check Point**
- **Sonicwall**
- **PaperCut**
- **Microsoft**
- **Rubrik**
- **Citrix**
- **DataCore**
- **Beam**
- **VMWare**
- **Panda**
- **Etc.**

- **Security Solutions**

- **AVG**
- **BitDefender**
- **Cylance**
- **GoGuardian**
- **Kaspersky**
- **McAfee**
- **Palo Alto**
- **Sophos**
- **Symantec**
- **Neverware**
- **Avid**
- **Adobe**
- **Hayes**
- **Velockcloud**
- **Absolute**
- **Check Point**
- **Sonicwall**
- **PaperCut**
- **Microsoft**
- **Rubrik**
- **Citrix**
- **DataCore**
- **Beam**
- **VMWare**
- **Panda**
- **Etc.**

- **Data Protection HW / SW**

- **AVG**
- **BitDefender**
- **Cylance**
- **GoGuardian**
- **Kaspersky**
- **McAfee**

- Palo Alto
- Sophos
- Symantec
- Neverware
- Avid
- Adobe
- Hayes
- Velockcloud
- Absolute
- Check Point
- Sonicwall
- PaperCut
- Microsoft
- Rubrik
- Citrix
- DataCore
- Beeam
- VMWare
- Panda
- Etc.

- **Networking**

- Barracuda
- CommonVault
- Cybernetics
- Exagrid
- HPE
- Quest
- Rubrik
- Spectra Logic
- Unitrends
- VMware
- Zerto
- Allot
- Radware
- ContentKeeper
- FamilyZone
- Fortinet
- Lightspeed
- Palo Alto
- Securlly
- Cisco
- APC
- Cyberpower
- Eaton
- Orion
- Schneider Electric
- SurgeX

- **Tripp Lite**
 - **Dell EMC**
 - **Veeam**
 - **Arcmail**
 - **HVE**
 - **HPE**
 - **Aruba**
 - **Extreme**
 - **Impulse**
 - **Broadcom**
 - **BitDefender**
 - **Juniper**
 - **Western Digital**
 - **Digium**
 - **Mitel**
 - **Polycom**
 - **Vertical**
 - **Cradlepoint**
 - **Riverbed**
 - **Ruckus**
 - **Ubiquiti, Meraki**
 - **HP**
 - **Etc.**
-
- **Internet of Things (IOT)**
Brands offered in this category have been included in other categories listed herein.

 - **Sensors & Edge Devices**
Brands offered in this category have been included in other categories listed herein.
-
- **Printers & Accessories**
 - **Belkin**
 - **C2G**
 - **CaseLogic**
 - **Kensington**
 - **Targus**
 - **Logitech**
 - **Brother**
 - **HP**
 - **Kyocera**
 - **Lexmark**
 - **Makerbot**
 - **OKI**
 - **Xerox**

- **Brother**
- **Epson**
- **Canon**
- **Etc.**

- **Digital Imaging – Cameras / Scanner**
 - **Honeywell**
 - **Canon**
 - **Aver**
 - **Axis**
 - **Hitachi**
 - **Panasonic**
 - **Sony**
 - **Vaddio**
 - **Etc.**

- **Keyboard / Mice / Input Devices**
 - **Belkin**
 - **Logitech**
 - **Microsoft**
 - **Lenovo**
 - **HP**
 - **Etc.**

- **Memory / System Components**
 - **Kingston**
 - **Axiom**
 - **Etc.**

- **Displays / Large Format Displays / Interactive Flat Panels**
 - **Samsung**
 - **Sony**
 - **Newline**
 - **Boxlight**
 - **Etc.**

- **Spare Parts**
 - **Spare parts should be requested direct from the manufacturer.**

- **Accessories / Cables**
 - **C2G**
 - **Tripp Lite**
 - **StarTech**
 - **Extreme**
 - **Comprehensive**
 - **Crestron**

- **West Penn**
- **Monoprice**
- **Etc.**

- **Battery Back-up / Power / Surge Protectors**

- **Tripp Lite**
- **Asus**
- **Cisco**
- **Bretford**
- **APC**
- **Etc.**

- **Sound / Multimedia**

- **Sony**
- **Audio Enhancement**
- **Crestron**
- **Crown**
- **Danley**
- **Extron**
- **JBL**
- **Lab Gruppen**
- **Tannoy**
- **FrontRow**
- **Etc.**

- **Telecommunications Products**

- **Cradlepoint**
- **Ubiquity**
- **Etc.**

- **Video – Monitors / Cards / Projector**

- **LG**
- **NEC**
- **Panasonic**
- **Planar**
- **Samsung**
- **Sharp**
- **Sony**
- **ViewSonic**
- **Epson**
- **Boxlight**
- **BenQ**
- **Christie**
- **Hitachi**
- **Infocus**
- **Etc.**

- **Interactive Whiteboards**

- **Boxlight**
- **Cleartouch**
- **Newline**
- **Qomo**
- **ViewSonic**
- **Promethean**
- **Etc.**

- **Commercial-Off-the-Shelf (COTS) Software**

Brands offered in this category have been included in other categories listed herein.

- **Software-as-a-Service (SaaS)**

Brands offered in this category have been included in other categories listed herein.

- **Infrastructure-as-a-service (IaaS)**

Brands offered in this category have been included in other categories listed herein.

- **Platform-as-a-Service (PaaS)**

Brands offered in this category have been included in other categories listed herein.

- **Software Licensing and Maintenance Agreements**

Brands offered in this category have been included in other categories listed herein.

- **Subscription Based Software Licenses**

Brands offered in this category have been included in other categories listed herein.

- **Software Related Services**

Brands offered in this category have been included in other categories listed herein.

Services – for the following services, Howard Technology Solutions can provide all related services and installation

- Deployment & Installation
- **Howard Technology Solutions**
- Professional Services
- **Howard Technology Solutions**
- Consulting Services
- **Howard Technology Solutions**
- Security Services
- **Howard Technology Solutions**
- Business Continuity / Business Resiliency
- **Howard Technology Solutions**
- Disaster Recovery

- **Howard Technology Solutions**
- VMware Professional Services
- **Howard Technology Solutions**
- Microsoft Professional Services
- **Howard Technology Solutions**
- AWS Product and Services
- **Howard Technology Solutions**
- Application Services – End User
- **Howard Technology Solutions**
- Application Services – Data Center
- **Howard Technology Solutions**
- Residencies
- **Howard Technology Solutions**
- Managed Services – End User
- **Howard Technology Solutions**
- Managed Services – Data Center
- **Howard Technology Solutions**
- Education & Training
- **Howard Technology Solutions**
- Telecommunications
- **Howard Technology Solutions**
- Product Configurations
- **Howard Technology Solutions**
- Product Support
- **Howard Technology Solutions**
- Warranty
- **Howard Technology Solutions (for Howard Branded products)**
- Asset Lifecycle Management
- **Howard Technology Solutions**
- Asset Recovery
- **Howard Technology Solutions**

Financial Services Offerings:

- **Infrastructure-as-a-Service (IaaS)**

Howard Technology Services does not offer Infrastructure-as-a-Service.

- Leasing for Public and Private/Commercial Entities with schedules included for:

- Fair Market Value Lease

Howard Technology Solutions offers Fair Market Value Lease.

- Purchase Option Lease

Howard Technology Solutions does not offer Purchase Option Lease.

- Tax Exempt Lease Purchase Lease

Howard Technology Solutions does not offer Tax Exempt Lease Purchase Lease.

- Flex Lease Purchase

Howard Technology Solutions does not offer Flex Lease Purchase.

- PC-as-a-Service

Howard Technology Solutions does not offer PC-as-a-Service.

- Software Schedule

Howard Technology Solutions does not offer Software Schedule.

- Deferred Payments (Direct and Indirect Financing)

Howard Technology Solutions does not offer Deferred Payments – Direct or Indirect Financing.

- Payment Agreements

Please see attached Howard Technology Solutions Payment Agreement.

- User Agreements

Howard Technology Solutions does not offer User Agreements.

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Payment Agreement

Payment Agreement

This Payment Agreement (this "**Agreement**"), made and entered into by and between Howard Technology Solutions, a division of Howard Industries, Inc., ("**HTS**") and _____ ("**Customer**"), is applicable to products and services Customer purchases from HTS.

In consideration of the mutual covenants and promises set forth herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **Coverage.** Except to the extent prohibited by applicable state law or by a statewide, group purchasing, or other similar contract which may control the subject of this Agreement, the terms and conditions set forth herein will govern all of Customer's purchases of products and services from HTS, including in connection with AV installation or other projects ("**Project(s)**"), unless and until the parties agree in writing to different payment terms. To the extent state law or a statewide, group purchasing, or other similar contract prohibits or dictates certain terms between the parties contrary to those set forth in this Agreement, the terms of this Agreement shall be deemed modified to conform therewith.
2. **Payment for Products.** Payment of 100% of the agreed-upon price for products, including AV equipment to be installed for a Project, will be due NET 30 upon delivery of the products to Customer's facility. Each shipment of products will constitute a separate sale, and Customer agrees to pay for the products delivered whether such shipment is in whole or partial fulfillment of the entire order.
3. **Payment for Services.** Payment of 50% of the total agreed upon labor cost for any Project will be due and payable upon 75% of Project completion. The remaining 50% of the agreed-upon labor cost for the Project will be due and payable upon Project completion and Customer sign-off. HTS reserves the right in its discretion to invoice monthly or progressively depending on the nature of a particular Project or other circumstances.
4. **Credit Approval; Payments by Credit Cards.** All sales and payment terms are subject to credit approval and a credit limit set by HTS in its discretion. A 3% surcharge will be added to payments made by credit card.
5. **Changes.** HTS reserves the right in its discretion to add additional charges and/or to change the quoted price(s) for any Project in the event of circumstances warranting such modifications, including: (i) if for any reason Customer changes the start date of a Project within 5 days of the scheduled start date; (ii) if HTS is delayed during the installation or other stage of a Project as a result of lack of accessibility to necessary facilities or equipment, the presence or status of other trades or contractors, faulty or incompatible equipment that is not provided by HTS, or for any other reason beyond HTS's control or responsibility; (iii) if the scope of a Project, including as will typically be set forth in a mutually agreed-upon Statement of Work, is changed for any reason; (iv) if HTS's costs increase due to causes beyond its reasonable control, including imposition by the United States or any other country of new or higher tariff(s) or other similar tax(es), fee(s) or charge(s); or (v) if obstacles or limitations require the use of additional or different measures to achieve installation of equipment pursuant to the manufacturer's recommendations.
6. **Breach.** In the event Customer is in breach of the terms herein, HTS may in its discretion: (i) accelerate the due date of all outstanding invoices and require that all outstanding invoices, including any interest thereon, be immediately due and payable in full, (ii) stop all work under any order or Project until receipt of full payment or assurances of payment satisfactory to HTS; (iii) require prepayment for any other orders; and/or (iv) delay shipments. Late payments shall bear interest from and after the due date at a monthly rate equal to five percent (5%).

IN WITNESS WHEREOF, the undersigned do hereby execute this Payment Agreement as duly authorized officials of the respective parties hereto, as of the dates recorded below:

Customer:

**Howard Technology Solutions, a division of
Howard Industries, Inc.**

By: _____
(Signature)

By: _____
(Signature)

Name: _____
(Print)

Name: _____
(Print)

Title: _____

Title: _____

Date: _____

Date: _____

TAB 8

VALUE ADDED PRODUCTS AND SERVICES

Include any additional products and/or services available that vendor currently performs in their normal course of business that is not included in the scope of the solicitation that you think will enhance and add value to this contract for Region 14 ESC and all NCPA participating entities.

See Attached Sections:

One Stop Shop LineCard – our LineCard is an overall representation of our most popular brands and services. This is not all-inclusive.

Howard HTPP Program

Howard Project Design and Management

Howard Optional Standard Service Contract

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P.O. Box 1590 • Laurel, MS 39441

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Howard One-Stop-Shop LineCard



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Powered by HOWARD Innovation

Howard-branded products are designed, assembled, and quality tested in the USA. Each one includes a top-rated warranty and free customer support for as long as you own it.

- Desktops • eSPORTS • Kiosks • Lighting
- Notebooks • Servers • Tablets • Workstations



A | COMPUTING SOLUTIONS

- 1. ACCESSORIES:** Belkin, C2G, CaseLogic, Kensington & Targus
- 2. ANTIVIRUS:** AVG, BitDefender, Cylance, GoGuardian, Kaspersky Lab, MalwareBytes, McAfee, Palo Alto, Panda Security, Sophos, Symantec, Total Defense & Trend Micro
- 3. ASSET MANAGEMENT:** Absolute, Asset Panda, Hayes & Symantec
- 4. DESKTOPS:** **HOWARD**, Acer, Dell, HP & Lenovo
- 5. MOBILE DEVICE MANAGEMENT:** Airwatch, Filewave, GoGuardian, Lightspeed Systems & Securly
- 6. MOBILE PRESENTATION & CHARGING STATIONS:** Anywhere Cart, Aver, Blackbox, Bretford, Copernicus, Datamation, Earthwalk, Ergotron, Kwikboost, LocknCharge, Luxor, MooreCo, PowerGistics & Spectrum
- 7. NOTEBOOKS & TABLETS:** **HOWARD**, Acer, Asus, Dell, Fujitsu, HP, Lenovo, Microsoft, Samsung & Toshiba
- 8. PRINTERS (2D & 3D):** 3D Systems, Brother, Craftunique, HP, Kyocera, Lexmark, Makerbot, OKI & Xerox
- 9. REFURBS:** Charge Carts, Computers, Document Cameras, Monitors, Notebooks, Servers, Storage & Tablets
- 10. VR:** Epson, HP, HTC Vive, Lenovo, Oculus Rift & Samsung

B | AUDIOVISUAL + INSTRUCTIONAL SOLUTIONS

- 1. AUDIO SOLUTIONS:** AMX, Audio Enhancement, Crestron, Elmo, Extron, Lightspeed & Shure
- 2. BROADCASTING:** Panasonic, Sony & TriCaster
- 3. CABLES:** C2G, Comprehensive, Crestron, Liberty Cable, MonoPrice & West Penn
- 4. CONTROL SYSTEMS:** AMX, Atlona, Crestron, Extron, FrontRow, Kramer & SP Controls
- 5. DOCUMENT CAMERAS:** Aver, Boxlight, Elmo, Epson, HoverCam, & Lumens
- 6. FURNITURE:** CEF, Middle Atlantic, MooreCo, Spectrum, VFI & Worthington
- 7. INTERACTIVE CLASSROOM SOLUTIONS:** BenQ, Boxlight, Epson, Interactive Projectors, NEC, Qomo, Samsung & SMART
- 8. INTERACTIVE DISPLAYS:** Aver, BenQ, Boxlight, Cleartouch, HoverCam, Newline, Promethean, Qomo, Ricoh, Sharp, Viewsonic & Wacom
- 9. INTERCOMS, BELLS & PAGING SYSTEMS:** Atlas, Audio Enhancement, Extron, Harman & Valcom
- 10. LECTURE CAPTURE:** Audio Enhancement, Crestron, Discover Video, Extron, Lumens & VBrick
- 11. MIXERS & MICROPHONES:** AKG, Allen & Heath, Shure & Soundcraft
- 12. MONITORS & DISPLAYS:** LG, NEC, Panasonic, Planar, Samsung, Sharp, Sony & Viewsonic
- 13. MOUNTS:** Chief, Peerless & Premier Mounts
- 14. PROJECTORS:** BenQ, Boxlight, Casio, Christie, Epson, Hitachi, Infocus, NEC, Panasonic, Sony & Viewsonic
- 15. PROJECTOR SCREENS:** Da-Lite & Draper
- 16. SPEAKERS & AMPS:** Audio Enhancement, Crestron, Crown, Danley, Extron, JBL, Lab Gruppen, Renkus-Heinz & Tannoy
- 17. VIDEO CAMERAS:** Audio Enhancement, Aver, Axis, Hitachi, Panasonic, Sony & Vaddio
- 18. VIDEO CONFERENCING:** Cisco, Crestron, Lifesize, MashMe, Polycom & Zoom
- 19. WEBCASTING:** Vivi
- 20. WIRELESS INTERACTIVE PADS:** Elmo & Qomo

C | NETWORKING INFRASTRUCTURE SOLUTIONS

- 1. BACKUP & REPLICATION:** Barracuda, CommVault, Cybernetics, Exagrid, HPE, Quest, Rubrik, Spectra Logic, Unitrends, Veeam, VMware & Zerto
- 2. BANDWIDTH MANAGEMENT SOLUTIONS:** Allot & Radware
- 3. CONTENT FILTERING:** Barracuda, ContentKeeper, ESET, FamilyZone, Fortinet, iBoss, Lightspeed Systems, Palo Alto & Securly
- 4. CONTINUITY SOLUTIONS:** Cisco
- 5. COOLING, LAN STORAGE & POWER PROTECTION PRODUCTS:** APC, Cyberpower, Eaton, Orion, Schneider Electric, SurgeX & Tripp Lite
- 6. DISASTER RECOVERY PRODUCTS:** **HOWARD**, Dell EMC, Veeam & VMware
- 7. EMAIL ARCHIVING SOLUTIONS:** Arcmail & Barracuda
- 8. HYPERCONVERGED:** Dell EMC, HPE, HVE, NetApp & Nutanix
- 9. NETWORK ACCESS CONTROL:** Aruba, Extreme, Fortinet & Impulse
- 10. NETWORK INFRASTRUCTURE:** Aruba, Broadcom, Cisco, Extreme, HPE & Ruckus
- 11. SECURITY SOLUTIONS:** Aruba, Barracuda, BitDefender, Fortinet, Juniper, McAfee, Panda Security, Radware, Sophos & Symantec
- 12. SERVERS:** **HOWARD**, Dell, Fujitsu, HPE, HVE, IBM & Lenovo
- 13. STORAGE:** Buffalo, Dell EMC, HVE, Overland Tandberg & Western Digital
- 14. VOIP:** Cisco, Digium, Fortinet, Mitel, Polycom, Vertical & Zultys
- 15. WIRELESS:** Arista Networks, Aruba, Cisco, Cradlepoint, Extreme, Fortinet, HP, Meraki, NetGear, Riverbed, Ruckus & Ubiquiti

D | VIRTUALIZATION

- 1. BACKUP & DATA RECOVERY:** Barracuda, Nakivo, Unitrends, Veeam & Zerto
- 2. CLOUD:** AWS, Greencloud & Microsoft
- 3. DESKTOP VIRTUALIZATION:** Citrix, HVE, NComputing & VMware
- 4. SERVER VIRTUALIZATION:** Citrix, HVE, Microsoft, Overland Tandberg & VMware
- 5. SERVERS:** **HOWARD**, Dell, HPE, HVE, Lenovo & Nutanix
- 6. SOFTWARE-DEFINED STORAGE:** DataCore & VMware
- 7. STORAGE:** Dell EMC, HPE, HVE, Lenovo, Overland Tandberg, QNAP & Synology
- 8. VDI:** Citrix, Dell, HVE, Inuvika, LG, NComputing & VMware

E | PHYSICAL SECURITY

- 1. ACCESS CONTROL:** 3xLogic, ANVIZ, BFT Americas Inc., IDIS Global, IRISID, Kantech, OpenPath, Panasonic, Paxton, Proxess, Proxy, SafePass, Salto & TagMaster
- 2. ACTIVE SHOOTER:** A.S.R.S., AMBERBOX, Athena Security, Crotega, Noice Industries & ZeroEyes
- 3. BEHAVIOR MANAGEMENT:** IPVideo Corp.
- 4. BODY PROTECTION:** Bulletsafe
- 5. CLOUD:** Brivo, OpenPath & ProdataKey
- 6. DISPLAYS:** Avue Technologies, Bosch, LG, NEC, Panasonic, Planar, Samsung, Sharp, Sony & ViewSonic
- 7. EMERGENCY ALERT NOTIFICATION:** Audio Enhancement, Lynx, SafeKard & Singlewire
- 8. ENCODERS:** Axis & Panasonic
- 9. GUARD SERVICES EQUIPMENT:** MRKT-IT
- 10. INTERCOMS:** 2N, Aiphone & Comelit
- 11. LIGHTING:** **HOWARD**
- 12. MOBILE SECURITY:** MRKT-IT



Our vision + strategy

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E | PHYSICAL SECURITY (cont'd)

- 13. **MOUNTING & ACCESSORIES:** Altronix, Axis, C2G, Moog & Panasonic
- 14. **PERIMETER SECURITY:** Boon Edam, Garrett & NightLock Lockdown
- 15. **STORAGE:** Avue Technologies, Axis, Cisco, CP Technologies, Exacq, IPConfigure, Lexmark, Milestone, Panasonic, Pivot-3, Plustek, Q-See, Seneca, SoleraTec, TRENDnet, Ubiquiti, ViewZ & Vivotek
- 16. **SUPPORTING INFRASTRUCTURE:** Altronix, Audio Enhancement, FluidMesh Networks & Ubiquiti
- 17. **VIDEO MANAGEMENT SOFTWARE:** Axis, Exacq, Milestone & Panasonic
- 18. **VIDEO SURVEILLANCE:** Audio Enhancement, Axis, Milestone, Panasonic & Verkada
- 19. **VISITOR MANAGEMENT:** AxonSoft, IDSCAN, iLobby, SilverShield & Traction Guest

F | KIOSKS + DIGITAL SIGNAGE

- 1. **CONTENT MANAGEMENT SOFTWARE:** Discover Video, Hiperwall, Hypersign, RevelTV, Signage Live & Visix
- 2. **DIGITAL OUTDOOR SIGNS & SCOREBOARDS:** Daktronics & Optec
- 3. **INDOOR KIOSKS:** HOWARD
- 4. **LARGE FORMAT DISPLAYS:** LG, Panasonic, Planar, Samsung, Sharp, Sony & Viewsonic
- 5. **MEDIA PLAYERS:** BrightSign, Discover Video, Viewsonic & Vivitek
- 6. **MOUNTS & MOUNTING BRACKETS:** Chief, Peerless & Premier Mounts
- 7. **OUTDOOR KIOSKS:** HOWARD
- 8. **THROUGH-THE-WALL KIOSKS:** HOWARD
- 9. **TABLETOP KIOSKS:** HOWARD
- 10. **TELEMEDICINE KIOSKS:** HOWARD
- 11. **WAYFINDING KIOSKS:** HOWARD, 22Miles & Visix

G | SOFTWARE SOLUTIONS

- 1. **FEATURED SOFTWARE:** Hapara & Viper
- 2. **ANTIVIRUS:** AVG, BitDefender, Cylance, GoGuardian, Kaspersky Lab, MalwareBytes, McAfee, Palo Alto, Panda Security, Sophos, Symantec, Total Defense & Trend Micro
- 3. **BACKUP, RECOVERY & UTILITY:** Nakivo & Symantec
- 4. **CHROMEBOOK-ENABLING SOFTWARE:** Neverware
- 5. **CONTENT CREATION:** Avid
- 6. **CREATIVITY, DESIGN & PAGE LAYOUT:** Adobe
- 7. **IT & NETWORK MANAGEMENT:** Hayes Software & Velocloud
- 8. **NETWORK SECURITY:** Absolute Software, Bitdefender, Check Point, GoGuardian & Sonicwall
- 9. **PRINT MANAGEMENT:** PaperCut
- 10. **PROGRAMMING & WEB DEVELOPMENT:** Microsoft & Rubrik
- 11. **VIRTUALIZATION & STORAGE:** Citrix, DataCore, Veeam & VMware

H | PROFESSIONAL SERVICES

- 1. **CONSULTING:** Network Assessments, Outsourced Labor & Wireless Surveys
- 2. **INSTALLATION & DESIGN SERVICES:** Audiovisual & Computing, Cabling, Distance Learning & Video Conferencing, Network and Data Centers & Wireless Access
- 3. **MANAGED SERVICES:** E-Rate Eligibility, IT Outsourcing, Network Consulting & Onsite Technicians
- 4. **PHYSICAL SECURITY & VIDEO SURVEILLANCE SERVICES:** Aver, Axis, Cisco, Lumens, Milestone, Panasonic & Salto
- 5. **PROFESSIONAL DEVELOPMENT/TRAINING:** Curriculum Training, Instructional Technologies & 21st Century Classrooms- MobileMind
- 6. **PROGRAMMING SERVICES:** Control Systems & Video Conferencing
- 7. **SUPPORT SERVICES:** Asset Tagging, Custom Imaging, Etching, HTTP, OnCall, Technology Management & White Glove Services

I | EVERYDAY ACCESSORIES

- 1. **BAGS & CASES:** Belkin, Brenthaven, CaseLogic, Greensmart, Gumdrop, Higher Ground, Incase, MaxCases, Mobile Edge & Tucano
- 2. **HARDWARE:** Cameras & Camcorders, Ink, Keyboards, Mice & Pointing Devices, Monitors, Power Devices, Printers, Projectors, Scanners, Toner & Other Accessories
- 3. **NETWORKING:** Adapters, Bridges, Cables, Cards, Hubs, IP Telephony, Modems, Routers, Security Devices, Switches, Video Conferencing Products, WAPs & Other Accessories
- 4. **PRINTING CONSUMABLES:** Brother, Canon, HP, Lexmark & PCI

J | PRO DEVELOPMENT | TEACHING + LEARNING

- 1. **FUSION:** FUSION is HOWARDedu's Professional Learning Model that takes teaching, standards, content and pedagogy, and fuses it with technology to create new learning environments where students are engaged in daily instruction.
- 2. **AUDIO ENHANCEMENT:** Educators need tools they can use everyday to improve teaching and learning in the classroom. Our professional development will show teachers how to use Audio Enhancement tools to reach all students in the classroom.
- 3. **CODING:** Discover how to incorporate computer science into the core curriculum and teach the computational skills needed to engage students with coding, robots and STEM tools.
- 4. **MOBILEMIND:** MobileMind's differentiated and time-conscious virtual training builds capacity and helps drive adoption of technology usage.
- 5. **STEMFUSE:** Discover the best STEM-based Curriculum software.

K | eSPORTS SOLUTIONS

- 1. **GAMING DESKTOPS:** HAVOC^{PC}, Acer, Asus, Dell, HP & Lenovo
- 2. **GAMING FURNITURE:** Spectrum
- 3. **GAMING HEADSETS:** Corsair
- 4. **GAMING KEYBOARDS:** Corsair
- 5. **GAMING LAPTOPS:** HAVOC^{PC}, Acer, Asus, Dell, HP & Lenovo
- 6. **GAMING MICE:** Corsair
- 7. **GAMING MONITORS:** Asus, HP, Lenovo & Viewsonic
- 8. **GRAPHICS CARDS:** Acer & Asus

L | E-COMMERCE (www.howardedu.com)

- 1. **PREMIERE WEBSITE CUSTOMIZATION**
- 2. **SHOP BY APPROVED PRODUCTS PAGE (APP)**
- 3. **SHOP BY CONTRACT:** BuyBoard, NASPO ValuePoint, NCPA & TIPS/TAPS
- 4. **SHOP BY ROOM**

OUTSIDE REP

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PHONE

INSIDE REP

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PHONE

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Howard HTTP Program

HTPP

Howard Technical Partnership Program

Fast, Flexible, and Free

Howard Technology Solutions realizes that many organizations handle basic hardware service and support in one of two ways: they either make a significant investment in establishing and maintaining a group of local service providers, or they use their own internal support staff. For this reason, we have developed the Howard Technical Partnership Program (HTPP) so we can satisfy either option by facilitating timely, cost-effective, quality service in conjunction with our high standards for customer satisfaction.

Managed by our 100% US-based support engineers and technicians, HTPP is an integral part of our strategy to establish direct, personal relationships with our customers to ensure we meet all of their organizations' needs. Participation is easy; simply complete an HTPP application online at www.howardcomputers.com/support.

"Howard's Technical Partnership Program is an integral part of our strategy to establish direct, personal relationships with our customers to ensure we meet all of their organizations' needs."



Program Highlights

- No subscription fee or certification requirements
- Labor reimbursement for authorized repairs
- Expedited service and/or replacement part ordering
- Free consultation to determine your optimal parts inventory with on-site parts inventory available to qualifying organizations
- You NEVER pay for defective parts and shipping is FREE as long as the warranty claim is valid!

Howard System and Technology Advancement Updates

Receive frequent updates highlighting our new technologies; system improvements; and information on the latest Howard desktops, notebooks, servers, and much more.

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Program Details

By participating in HTPP, you will enjoy the benefits listed below:

- **No annual subscription fee.** We do not charge any fee for participating in HTPP.
- **No certification requirements.** We do not require you to have or maintain any type of professional certifications such as COMPTIA A+, COMPTIA Network, or Microsoft® certifications. However, we do encourage you to obtain certifications as appropriate and do weight these certifications when reviewing your application.
- **Labor reimbursement.** Receive labor reimbursement for qualified repairs performed on Howard branded systems during the on-site warranty maintenance period. The labor reimbursement is for touch-labor on a per incident basis regardless of the number of components or subassemblies replaced. The reimbursement amount is dependent upon geographic location and negotiated prior to execution of the Howard Technology Solutions Warranty Service Agreement.
- **Expedited spare parts ordering.** You may order spare parts via email or the web directly from the factory without any requirement to call us. As an HTPP member, we are assured your organization has the skilled, technical staff to properly troubleshoot and diagnose system problems and issues. Your technical staff is only required to provide exact error message and accurate diagnostic steps in determining the actual problem of the faulty hardware.
- **Recommended spare parts list.** We will provide a recommended spare parts list to assist your organization in maintaining the correct number and types of spare parts. This will help you keep spare parts costs to an absolute minimum. And because we maintain an exhaustive history of all ordered parts, we can provide you with a very precise spare parts inventory recommendation.



- **On-site consignment spare parts inventory.** For qualifying organizations, we will enable you to maintain a spare and a replacement part(s) inventory on-site so that you can re-stock your inventory with the replacement part(s).
- **Centralized inventory of spare parts.** Howard Technology Solutions maintains an abundant inventory of spare and replacement parts at our manufacturing facility to ensure that when you need a spare part, it is readily available.
- You must contact us to obtain a Return Material Authorization (RMA) number whenever you encounter a defective part.
- We will send you the replacement part. With Howard Technology Solutions, you NEVER pay for defective parts as long as the warranty claim is valid.
- A shipping label(s) is included with the replacement part to return the defective part.
- You return the defective part using the shipping label(s) so that you avoid additional costs.

For additional information please contact our Technical Support Department at 888.323.3151 or 601.399.5774 (fax).

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Howard Project Design and Management

As a value-added service, Howard Technology Solutions is pleased to provide project design and installation services for audio visual equipment, networking equipment, and physical security equipment to include project management and system integration. Our standard operating procedures include Scope Management, Schedule Management, Cost Management, Task Management, and Quality Management to ensure all projects are kept on schedule and on budget.

Scope Management is handled by our Presales Team. A presales engineer meets with the customer for a thorough site survey which includes inspecting the space where the installation will take place, taking measurements, pictures, and gathering all pertinent information. Our engineer will speak at length with the customer regarding their expectations, current room functionality, and final room functionality required/expected. This information is passed on to our design engineer who then creates the bill of materials based on the site survey information provided. A scope of work is created and provided to the customer for review. Once the scope of work has been finalized, a line drawing is generated for the system and provided to the project manager. All technical documents, including drawings and programming if applicable, are provided to the customer once project has been completed.

Schedule Management is handled by the assigned Project Manager. Each installation project is assigned a Project Manager who is responsible for all aspects of the project once the order for the end-user is placed. This includes product delivery, project scheduling, time management, cost management, task management, quality management, and delegation of tasks. The PM will contact the customer for dates and times that the site will be available, taking into consideration delivery and estimated delivery dates of all products purchased for the individual project. The PM will schedule the appropriate team members to fulfill tasks related to each individual project. All scheduling is verified with the customer as far in advance as possible.

Once the project has been quoted and agreed upon by the customer, the cost management of the project is overseen by the Project Manager. All costs are logged within the Howard Technology Solutions' Project Management Database where the information is monitored by the PM as well as Operations Management to ensure the project stays on budget and all expenditures are accounted for throughout the installation process.

Task Management is also overseen by the PM assigned to the individual project and executed on site by the Lead Technician. The Lead Technician stays in contact with both the PM and the customer to ensure all delegated tasks are assigned and completed by each team member daily.

Quality Management is monitored throughout each project on a daily basis by the PM and the Lead Technician to ensure all aspects of the installation are handled professionally and with the greatest quality possible. The PM will do a final walkthrough once completed, and a second walkthrough with the customer for approval. In addition, a brief tutorial is given during the walkthrough in regards to basic functionality of the system.

Additional value-added services include product training and an optional Standard Service Contract.

Training for product functionality is handled through our Presales Design Team. While a brief and basic tutorial is given through the walkthrough phase of the project completion, the end-user also has the option to purchase additional, in-depth training sessions based on the customer's

individualized needs. All training will be scheduled and carried out by our trained, certified staff to ensure the end-user is both knowledgeable and comfortable with their project functionality and operation. Optional follow-up training sessions are also available.

The Standard Service Contract is offered as an optional value-added service for audio visual and security installations. Please see attached Standard Service Contract form for additional details.

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Howard Optional Standard Service Contract Information

STANDARD SERVICE CONTRACT

Howard Technology Solutions, a Division of Howard Industries, Inc. ("Howard"), offers various optional service contracts for the AV products and systems sold and installed by Howard's AV group. The equipment that HTS installs normally come with a manufacturer's product warranty, which typically covers repair and/or replacement in the unfortunate event a product, proves to be defective. But manufacturers' product warranties rarely cover the labor required on the Customer's end to work through the warranty claims process and get the equipment back up and running. This is where a Howard's optional service contract comes in, as a supplement to the manufacturer's warranty, providing the Customer with the convenience of hands-on assistance and labor from the very beginning to the very end of the claims process. Our service contracts provide Howard Customers with confidence that their AV system will perform as intended with minimal disruptions and reduces the Customer's out-of-pocket expenses at the time of the claim.

You have elected to purchase Howard's **Standard Service Contract**. In the event a warranty issue arises with a covered product, Howard will, pursuant to the terms and conditions below, provide prompt on-site labor and expert assistance to you throughout the claims process, including initial troubleshooting and performance of diagnostic assessments, facilitating submission of the warranty claim to the manufacturer on your behalf, and uninstalling and/or reinstalling parts or products repaired or replaced by the manufacturer.

Terms and Conditions

This Standard Service Contract (this "Contract"), entered into between Howard and _____ ("Customer"), covers the products identified in the Howard Quote #s _____ attached hereto (the "Covered Products"). Upon receipt of Customer's payment in full of the agreed-upon price, Howard will, during the term of this Contract, perform the following services:

- a) Assist the Customer with troubleshooting and/or perform diagnostic assessments related to performance issues which may arise with respect to the Covered Products;
- b) In the event it is determined that a warranty claim should be submitted to the manufacturer for Covered Products, Howard will, on the Customer's behalf, facilitate the submission claim to the manufacturer and will assist with communicating and working with the manufacturer throughout the process, including assistance with gathering and submitting information or documentation required by the manufacturer to process the claim;
- c) If the Customer's claim is accepted by the manufacturer, Howard will uninstall or disassemble the warranted Covered Product as may be necessary and will also provide assistance in packaging such equipment for return, or pickup, per the manufacturer's reasonable requirements in connection with the repair or replacement of such equipment under the terms of the manufacturer's warranty;
- d) Then, upon the Customer's receipt of repaired or replaced equipment from the manufacturer, Howard will handle the installation or re-installation of such parts or products.

1. The term of this Contract is one (1) year, beginning on the date of Howard's installation of the Covered Products. Requests to extend the term of or renew this Contract beyond one year will be considered and negotiated on a case-by-case basis. If you are interested in extending the term, please contact your Howard representative to discuss available options.

2. This Contract is an agreement to provide labor to the Customer in the event a warranty issue arises on a Covered Product during the term hereof; it does not cover any costs of packaging or shipping materials, freight or delivery charges, related equipment or any other costs or expenses. Howard makes no representation or guarantee as to whether any manufacturer of a Covered Product will accept the Customer's warranty claim or perform under its warranty or otherwise.

3. Every reasonable effort will be made to schedule the services described herein as soon as possible and no later than seven (7) business days from the date of the request, but exact response times may be subject to the availability of

Howard personnel. Customer must cooperate with and provide assistance to Howard personnel and access to Customer's facility as Howard may reasonably request for the purposes of performing the services.

4. This Contract is not a product warranty or an extension or upgrade of the manufacturer's product warranty. Howard does not warrant non-Howard branded products. Customer should refer to the manufacturer's warranty on the Covered Product for information about its coverage and terms, including Howard's standard Limited Warranty as to Howard branded products.

5. Howard warrants to the Customer that it shall perform the services in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services. In the event of a breach of the foregoing warranty, Howard will, in its sole discretion, either: (i) re-perform such services; or (ii) credit or refund the price of the services at the pro rata contract price. THE REMEDIES SET FORTH IN THE PRECEDING SENTENCE SHALL BE HOWARD'S ENTIRE LIABILITY FOR ANY BREACH OF THE SAID WARRANTY.

IN NO EVENT SHALL HOWARD BE LIABLE FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT HOWARD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT SHALL HOWARD'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS CONTRACT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED TWO (2) TIMES THE AGGREGATE AMOUNTS PAID OR PAYABLE TO HOWARD FOR THIS CONTRACT.

6. The Customer shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any governmental entity on any amounts payable by the Customer hereunder.

7. Howard is an independent contractor, and nothing contained in this Contract shall be construed as creating any agency, partnership, joint venture, employment or fiduciary relationship between the parties. All matters arising out of or relating to this Contract are governed by and construed in accordance with the laws of the State of Louisiana without giving effect to any choice or conflict of law provision or rule.

TAB 9 REQUIRED DOCUMENTS

- Federal Funds Certifications
- Clean Air and Water Act & Debarment Notice
- Contractors Requirements
- Required Clauses for Federal Assistance by FTA
- Federal Required Signatures
- Antitrust Certification Statements Texas Government Code § 2155.005
- State Notice Addendum

FEDERAL FUNDS CERTIFICATIONS

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. The following certifications and provisions may be required and apply when a Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

- Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency and Offeror reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

- Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

- Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and

3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions
- Any Participating Agency will include any current and applicable prevailing wage determination in each issued solicitation and provide Offeror with any required documentation and/or forms that must be completed by Offeror to remain in compliance the applicable Davis-Bacon Act provisions.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient

wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

- Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended— Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non- Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

- Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency

- (I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:
 - No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
 - If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
 - The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and all subrecipients shall certify and disclose accordingly.

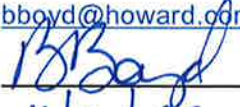
36 Howard Drive • Ellisville, MS 39437
P.O. Box 1590 • Laurel, MS 39441

HOWARDTM
TECHNOLOGY SOLUTIONS

888.912.3151 general • 601.399.5077 fax
888.323.3151 technical support

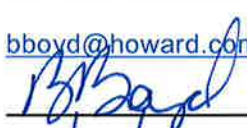
www.Howard.com

A Division of Howard Industries, Inc.

Company Name	Howard Technology Solutions, a division of Howard Industries Inc.
Address	36 Howard Drive
City, State, Zip	Ellisville, MS 39437
Printed Name	Brandey Boyd
Title	Bids and Contracts Manager
Email Address	bboyd@howard.com
Authorized Signature	
Date	11/16/22

**RECORD RETENTION REQUIREMENTS FOR CONTRACTS
INVOLVING FEDERAL FUNDS**

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.334 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Company Name	Howard Technology Solutions, a division of Howard Industries Inc.
Address	36 Howard Drive
City, State, Zip	Ellisville, MS 39437
Printed Name	Brandey Boyd
Title	Bids and Contracts Manager
Email Address	bboyd@howard.com
Authorized Signature	
Date	11/14/22

**CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY
AND CONSERVATION ACT**

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Company Name Howard Technology Solutions, a division of Howard Industries Inc.

Address 36 Howard Drive

City, State, Zip Ellisville, MS 39437

Printed Name Brandey Boyd

Title Bids and Contracts Manager

Email Address bboyd@howard.com

Authorized Signature Brandey Boyd

Date 11/16/22

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Participating Agencies will clearly identify whether Buy America Provisions apply in any issued solicitation. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Company Name Howard Technology Solutions, a division of Howard Industries Inc.

Address 36 Howard Drive

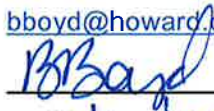
City, State, Zip Ellisville, MS 39437

Printed Name Brandey Boyd

Title Bids and Contracts Manager

Email Address bboyd@howard.com

Authorized Signature



Date

11/14/22

CERTIFICATION OF ACCESS TO RECORDS

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any non-financial documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents. This right of access will last only as long as the records are retained.

Company Name Howard Technology Solutions, a division of Howard Industries Inc.

Address 36 Howard Drive

City, State, Zip Ellisville, MS 39437


Printed Name Brandey Boyd

Title Bids and Contracts Manager

Email Address bboyd@howard.com

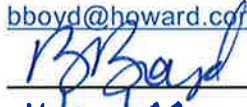
Authorized Signature _____

Date _____


11/16/22

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

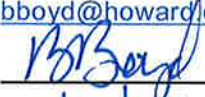
Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Company Name	Howard Technology Solutions, a division of Howard Industries Inc.
Address	36 Howard Drive
City, State, Zip	Ellisville, MS 39437
Printed Name	Brandey Boyd
Title	Bids and Contracts Manager
Email Address	bboyd@hward.com
Authorized Signature	 _____
Date	11/14/22 _____

CLEAN AIR AND WATER ACT AND DEBARMENT NOTICE

By the signature below (Under Federal Required Signatures), I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

I hereby further certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.

Company Name	Howard Technology Solutions, a division of Howard Industries Inc.
Address	36 Howard Drive
City, State, Zip	Ellisville, MS 39437
Printed Name	Brandey Boyd
Title	Bids and Contracts Manager
Email Address	bboyd@howard.com
Authorized Signature	 _____
Date	11/16/22 _____

CONTRACTOR REQUIREMENTS

Contractor Certification

Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the NCPA Participating entities in which work is being performed.

Fingerprint & Background Checks

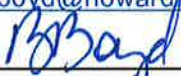
If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.

Business Operations in Sudan, Iran

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

Company Name	Howard Technology Solutions, a division of Howard Industries Inc.
Address	36 Howard Drive
City, State, Zip	Ellisville, MS 39437
Printed Name	Brandey Boyd
Title	Bids and Contracts Manager
Email Address	bboyd@howard.com
Authorized Signature	 _____
Date	11/14/22 _____

REQUIRED CLAUSES FOR FEDERAL ASSISTANCE PROVIDED BY FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

- a) Maintain all non-financial books, records, accounts and reports required under this Contract for a period of not less than two (2) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until the FTA Administrator, the U.S. DOT Office of the Inspector General, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- b) Permit any of the foregoing parties to inspect all non-financial work, materials, and other data and records that pertain to the Project, and to audit the non-financial books, records, and accounts that pertain to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination. The right of access detailed in this section continues only as long as the records are retained.

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts.

CIVIL RIGHTS / TITLE VI REQUIREMENTS

- 1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other applicable implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.
- 2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:
 - a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may affect construction activities undertaken in the course of this Project.

Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.

b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.

c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.

d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.

3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.

4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but

not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

Contractor agrees to include the requirements of this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

DISADVANTAGED BUSINESS PARTICIPATION

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs", therefore, it is the policy of the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts.

- 1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).
- 2) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.
- 3) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

ENERGY CONSERVATION REQUIREMENTS

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 *et seq.* and 41 CFR Part 301-10.

FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, listed directly or by reference in the Contract between Public Agency and the FTA, and those applicable regulatory and procedural updates that are communicated to Contractor by Public Agency, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT and applicable to the scope of a particular Contract awarded to Contractor by a Public Agency as a result of solicitation, as set forth in the most current FTA Circular 4220.1F, published February 8th, 2016, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to knowingly perform any act, knowingly fail to perform any act, or refuse to comply with any reasonable public agency requests that would directly cause public agency to be in violation of the FTA terms and conditions.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

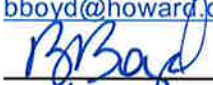
Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of

the underlying Contract, Contractor certifies or affirms, to the best of its knowledge, the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

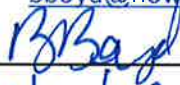
Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Company Name	Howard Technology Solutions, a division of Howard Industries Inc.
Address	36 Howard Drive
City, State, Zip	Ellisville, MS 39437
Printed Name	Brandey Boyd
Title	Bids and Contracts Manager
Email Address	bboyd@howard.com
Authorized Signature	 _____
Date	11/16/22 _____

FEDERAL REQUIRED SIGNATURES

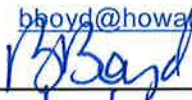
Offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted in the pages above. It is further acknowledged that offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances as applicable.

Company Name	Howard Technology Solutions, a division of Howard Industries Inc.
Address	36 Howard Drive
City, State, Zip	Ellisville, MS 39437
Printed Name	Brandey Boyd
Title	Bids and Contracts Manager
Email Address	bboyd@howard.com
Authorized Signature	 <hr/>
Date	11/16/22 <hr/>

ANTITRUST CERTIFICATION STATEMENTS TEXAS GOVERNMENT CODE § 2155.005

I affirm under penalty of perjury of the laws of the State of Texas that:

- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- (2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and
- (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company Name	Howard Technology Solutions, a division of Howard Industries Inc.
Address	36 Howard Drive
City, State, Zip	Ellisville, MS 39437
Printed Name	Brandey Boyd
Title	Bids and Contracts Manager
Email Address	bboyd@howard.com
Authorized Signature	 <hr/>
Date	11/16/22 <hr/>

STATE NOTICE ADDENDUM

The National Cooperative Purchasing Alliance (NCPA), on behalf of NCPA and its current and potential participants to include all county, city, special district, local government, school district, private K-12 school, higher education institution, state, tribal government, other government agency, healthcare organization, nonprofit organization and all other Public Agencies located nationally in all fifty states, issues this Request for Proposal (RFP) to result in a national contract.

For your reference, the links below include some, but not all, of the entities included in this proposal:

http://www.usa.gov/Agencies/State_and_Territories.shtml

<https://www.usa.gov/local-governments>